



Lewis County Facilities

351 NW North Street
Chehalis WA 98532

BID PACKET FOR:
Central Shop 2nd Floor Renovation

PROJECT # 31-1404

OFFERED BY:

LEWIS COUNTY
DEPARTMENT OF CENTRAL SERVICES
FACILITIES DIVISION

571 NW Prindle Street
Chehalis, WA 98532

Mailing Address:

351 NW North Street
Chehalis WA 98532

Phone: 360-740-1192

Fax: 360-740-2720

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1.

Call for Bids

and

Instructions to Bidders

CALL FOR BIDS

April 8, 2014

The Lewis County Facilities Division is requesting bids for the Central Shop 2nd Floor Renovation Project, located at 109 Forest-Napavine Rd, Chehalis WA. Bid documents are available at:

Facilities Division Office, 571 N.W. Prindle Street., Chehalis, WA.

Or online at www.lewiscountywa.gov.

Project Name and #: Central Shop 2nd Floor Renovation Project

Location of work: 109 Forest Napavine Rd, Chehalis, WA

Contact Person: Doug Carey, Facilities Manager
(360) 740-1192

Site Visit: Jerry Bland, Project Coordinator, 360 740-1192

Bidding Instructions:

Bid envelopes must be sealed and clearly labeled as: **Central Shop 2nd Floor Renovation Project**, and delivered by 3:00 PM on the due date. Bids may be hand delivered to the Facilities Office 571 Prindle St. Chehalis WA 98532 or mailed to:

Lewis County Facilities
351 NW North St.
Chehalis, WA 98532

Bids Due: 3:00 PM April 30, 2014

**SEALED BIDS MUST BE DELIVERED BY OR BEFORE
3:00 P.M. on Friday, April 30, 2014**

(Lewis County official time is displayed on Axxess Intertel phones in the Facilities Office. **Bids submitted after 3:00 PM will not be considered for this project.**)

The Lewis County Central Services Department in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, Part 21, nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

INSTRUCTIONS TO BIDDERS

FOR LEWIS COUNTY FACILITIES CONSTRUCTION PROJECTS

PART 0 – GENERAL CONDITIONS

0.01 EXPLANATION TO PROSPECTIVE BIDDERS

- A. Any prospective bidder desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must submit a request in writing to the Architect/Engineer (A/E) or owner if no A/E, 7 calendar days before the bid due date. Oral explanations or instructions given before the award of a contract will not be binding. Any information given a prospective bidder concerning a solicitation will be furnished promptly to all other prospective bidders by addendum to the solicitation, if that information is necessary in submitting bids or if the lack of it would be prejudicial to other prospective bidders.
- B. In accordance with the legislative findings and policies set forth in Chapter 39.19 RCW the State of Washington encourages participation in all of its contracts by MWBE firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). Participation may be either on a direct basis in response to this invitation or as a subcontractor to a bidder. However, unless required by federal statutes, regulations, grants, or contract terms referenced in the contract documents, no preference will be included in the evaluation of bids, no minimum level of MWBE participation shall be required as a condition for receiving an award and bids will not be rejected or considered non-responsive on that basis.
- C. Any affirmative action requirements set forth in federal regulations or statutes included or referenced in the contract documents will apply.
- D. In accordance with RCW 39.04.320 the State of Washington requires 15% **Apprenticeship Participation** for all projects estimated to cost one million dollars or more. On applicable projects the bid advertisement and Bid Proposal form shall establish a minimum required percentage of apprentice labor hours compared to the total labor hours. Bidders may contact the Department of Labor and Industries, Specialty Compliance Services Division, Apprenticeship Section, P.O. Box 44530, Olympia, WA 98504-4530, by phone (360) 902-5320, and e-mail at thum235@lni.wa.gov, to obtain information on available apprenticeship programs.

0.02 PREPARATION OF BIDS – CONSTRUCTION

- A. Bids must be: (1) submitted on the bid proposal forms, or copies of forms, furnished by the Owner or the Owner's agent, and (2) signed in ink. The person signing a bid must initial each change appearing on any bid form. If the bid is made by a corporation, it shall be signed by the corporation's authorized designee. The address of the bidder shall be typed or printed on the bid form in the space provided.
- B. The bid form may require bidders to submit bid prices for one or more items on various bases, including: (1) lump sum base bid; (2) lump sum bid alternate prices; (3) unit prices; or (4) any combination of items (1) through (3) above.
- C. If the solicitation includes alternate bid items, failure to bid on the alternates may disqualify the bid. If bidding on all items is not required, bidders should insert the words "no bid" in the space provided for any item on which no price is submitted.
- D. Substitute bid proposals will not be considered unless this solicitation authorizes their submission.

0.03 BID GUARANTEE

- A. When the sum of the base bid plus all additive bid alternates is \$35,000.00 or less, bid security is not required. When the sum of the base bid plus all additive alternates is greater than \$35,000.00, a bid guarantee in the amount of 5% of the base bid amount is required. Failure of the bidder to provide bid guarantee when required shall render the bid non-responsive.
- B. Acceptable forms of bid guarantee are: A bid bond or postal money order, or certified check or cashier's check made payable to the Lewis County Treasurer. The Owner will return bid guarantees (other than bid bond) to unsuccessful bidders as soon as practicable, but not sooner than the execution of a contract

with the successful bidder. The successful bidder's bid guarantee will be returned to the successful bidder with its official notice to proceed with the work of the contract.

- C. The bidder will allow 60 days from bid opening date for acceptance of its bid by the Owner. The bidder will return to the Owner a signed contract, insurance certificate and bond or bond waiver within 15 days after receipt of the contract. If the apparent successful bidder fails to sign all contractual documents or provide the bond and insurance as required or return the documents within 15 days after receipt of the contract, the Owner may terminate the award of the contract.
- D. In the event a bidder discovers an error in its bid following the bid opening, the bidder may request to withdraw its bid under the following conditions:
 - 1. Written notification is received by the Owner within 24 hours following bid opening.
 - 2. The bidder provides written documentation of the claimed error to the satisfaction of the Owner within 72 hours following the bid opening. The Owner will approve or disapprove the request for withdrawal of the bid in writing. If the bidder's request for withdrawal of its bid is approved, the bidder will be released from further obligation to the Owner without penalty. If it is disapproved, the Owner may retain the bidder's bid guarantee.

0.04 ADDITIVE OR DEDUCTIVE BID ITEMS

- A. The low bidder, for purposes of award, shall be the responsive bidder offering the low aggregate amount for the base bid item, plus additive or deductive bid alternates selected by the Owner, and within funds available for the project. The bidder agrees to hold all bid alternate prices for sixty (60) days from date of bid opening.

0.05 ACKNOWLEDGEMENT OF ADDENDA

- A. Bidders shall acknowledge receipt of all addenda to this solicitation by identifying the addenda numbers in the space provided for this purpose on the bid proposal form. Failure to do so may result in the bid being declared non-responsive.

0.06 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK

- A. The bidder acknowledges that it has taken steps necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and road; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during the work. The bidder also acknowledges that it has satisfied itself as to character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including exploratory work done by the Owner, as well as from the drawings and specifications made a part of this contract. Any failure of the bidder to take the actions described and acknowledged in this paragraph will not relieve the bidder from responsibility for estimating properly the difficulty and cost of successfully performing the work.

0.07 BID AMOUNTS

- A. The bid prices shown for each item on the bid proposal shall include all labor, material, equipment, overhead and compensation to complete all of the work for that item.
- B. The actual cost of building permit (only) and the public utility hookup fees will be a direct reimbursement to the Contractor or paid directly to the permitting agency by the Owner. Fees for these permits should not be included by the Bidder in the bid amount.
- C. The Bidder agrees to hold the base bid prices for sixty (60) days from date of bid opening.

0.08 TAXES

- A. The bid amounts shall not include Washington State Sales Tax (WSST). All other taxes imposed by law shall be included in the bid amount. The Owner will include WSST in progress payments. The Contractor shall pay the WSST to the Department of Revenue and shall furnish proof of payment to the Owner if requested. [NOTE: Contractor must bond for contract amount plus the WSST.]

0.09 SUBMISSION OF BIDS

- A. Bid Proposals must be submitted on or before the time specified in the Advertisement for Bids.
- B. If the base bid and the sum of the additive alternates is one million dollars or more, the Bid Proposal shall comply with the following requirements:
 - 1. Pursuant to RCW 39.30.060, if the base bid and the sum of the additive alternates is one million dollars or more, the Bidder shall provide names of the Subcontractors with whom the Bidder will subcontract for performance of heating, ventilation and air conditioning (HVAC), plumbing, and electrical.
 - 2. The Bidder can name itself for the performance of the work.
 - 3. The Bidder shall not list more than one Subcontractor for each category of work identified UNLESS Subcontractors vary with bid alternates, in which case the Bidder must indicate which Subcontractor will be used for which alternate.
 - 4. Failure of the Bidder to submit as part of the bid the NAMES of such Subcontractors or to name itself to perform such work shall render the Bidder's bid nonresponsive and, therefore, void.
- C. The Bid Proposal shall be submitted in a sealed envelope addressed to the office specified in the Advertisement for Bids. The envelope shall have printed on the outside:
 - 1. The project number and description.
 - 2. The name and address of the bidder.
 - 3. Identification as Bid Proposal.
- D. Prior to the bid opening, the Owner's representative will designate the official bid clock. Any part of the bid proposal or bid modification not received prior to the times specified, per the designated bid clock, will not be considered and the bid will be returned to the bidder unopened.
- E. A bid may be withdrawn in person by a bidder's authorized representative before the opening of the bids. Bidder(s) representative will be required to show ID and sign on bid summary sheet before it will be released.
- F. People with disabilities who wish to request special accommodation, (e.g., sign language interpreters, Braille, etc.) need to contact the Owner ten (10) working days prior to the scheduled bid opening.

0.10 BID RESULTS

- A. After the Bid Opening, Bidders may obtain bid results from Lewis County by calling (360) 740-1192 or by logging on to Lewis County's web site: <https://www.lewiscountywa.gov>. Bid results may also be obtained from the A/E.

0.11 LOW RESPONSIBLE BIDDER

- A. If applicable, it is the intent of the Owner to award a contract to the low responsible bidder. In determining the bidder's responsibility, the Owner shall consider an overall accounting of the attached **"DIVISION 00 RESPONSIBILITY CRITERIA"**. Upon Owner's request, the apparent low bidder must supply the requested information within two (2) business days of request by Owner. Withholding information or failure to submit all the information requested within the time provided shall render the bid nonresponsive. If the Owner determines that the apparent low bidder is not responsible, the Owner will notify the bidder of its preliminary determination in writing. Within three (3) days after receipt of the preliminary determination, the bidder may withdraw its bid or request a hearing. The Owner will schedule a hearing within three (3) working days of receipt of the bidder's request. The hearing members will include the Central Services Director, Facilities Manager, Deputy Prosecuting Attorney, and Project Manager. The Owner will issue a Final Determination after reviewing information

presented at the hearing. The Owner's Final Determination is specific to this project, and will have no effect on other or future projects.

- B. **"SUBCONTRACTOR RESPONSIBILITY CRITERIA"** In accordance with SHB 2010 amending RCW 39.04 the Contractor shall include the language of this paragraph in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. The requirements of this paragraph apply to all subcontractors regardless of tier. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:
1. Have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
 2. Have a current Washington Unified Business Identifier (UBI) number; and if applicable, have:
 - a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
 - b. A Washington Employment Security Department number, as required in Title 50 RCW;
 - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - d. An electrical contractor license, if required by Chapter 19.28 RCW;
 - e. An elevator contractor license, if required by Chapter 70.87 RCW.
 - f. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

0.12 CONTRACT AWARD

- A. The Owner will evaluate bids responsiveness and responsibility.
1. A bid will be considered responsive if it meets the following requirements:
 2. It is received at the proper time and place.
 3. It meets the stated requirements of the bid proposal.
 4. It is submitted by a licensed/registered contractor within the State of Washington at the time of bid opening and is not banned from bidding by the Department of Labor and Industries.
 5. It is accompanied by a bid guarantee, if required.
- B. It meets an overall accounting of the responsibility criteria established for the project.
- C. The Owner reserves the right to accept or reject any or all bid proposals and to waive informalities.
- D. The Owner may negotiate bid price adjustments with the low responsive bidder, including changes in the contract documents, to bring the bid within the available funding per RCW 39.04.015.
- E. The apparent low bidder, for purpose of award, shall be the responsive bidder offering the low aggregate amount for the base bid plus selected additive or deductive bid alternates and meeting all other bid submittal requirements.
- F. The Contract will only become effective when signed by the Owner. Prior to the Owner's signature, any and all costs incurred shall be the sole responsibility of the bidder.
- G. The Owner reserves the right to not award any contract should funding not be available or should funding be withdrawn for this project.

0.13 DOCUMENTS (ATTACHED)

- 1) Advertisement for Bids/Instructions to Bidders
- 2) Responsibility Criteria (if applicable)
- 3) Bid Packet Checklist
- 4) Specifications/Scope of Work
- 5) Washington State Prevailing Wage Rates
- 6) General and Supplemental Conditions
- 7) Certificate of Insurance form

- 8) Performance Bond Form
- 9) Non-Collusion Affidavit
- 10) Declaration of Option for Retained Percentage
- 11) Bid Form

2.

RESPONSIBILITY CRITERIA

Division 00
Responsibility Criteria
Low Responsible Bidder

It is the intent of the Owner to award a contract to the low responsible bidder. In determining the bidder's responsibility, the Owner shall consider an overall accounting of the items listed below. The bidder must submit the following information, demonstrating that they meet the listed criteria:

1. Capacity

Category	Required Information / Criteria
<input type="checkbox"/> Current Workload	<p>On a separate sheet, list all the major projects your firm has in progress or are projected to commence during the next 6 months, giving the name of project, Owner, architect, contract amount, percentage complete and scheduled completion date. Failure to list all major projects shall render the bid non-responsive.</p> <p>List the current or projected workload for the next 12 months including this Contract, expressed in total contract value. \$ _____</p> <p>List actual contracted workload for the previous 12 months, expressed in total contract value. \$ _____</p> <p>The bidder's current or projected workload, during the life of this contract, shall not exceed 150% of the actual contracted workload over the previous 12 months unless the bidder can demonstrate to the Owner's satisfaction that it has the capacity to assume the additional work of this project, provide adequate staffing, and meet project demands.</p>

2. Previous Experience

Category	Required Information / Criteria
<input type="checkbox"/> List of Completed Projects	<p>On a separate sheet, list all the major projects (\$75,000 and above) your firm has completed in each of the past five (5) years, giving the name of project, Owner (contact name and phone numbers), architect (contact name and phone numbers), contract amount, date of completion and percentage of the cost of the work performed with your own forces. This information will be used for references.</p>

- ☐ Experience of Superintendent or Project Manager

Submit resume and references if different than above, of the person proposed by the bidder to superintend the work. This person shall have managed projects of similar complexity and similar size, and successfully completed the project within the last three (3) years.

Superintendent and/or Project Manager shall not be replaced on the project without full consent of the Owner.

- ☐ Equipment

Submit affidavit that firm has equipment necessary to perform all phases of work, including HMA pavers, planning or grinding machines, asphalt saws, etc.

- ☐

3. Ability to Perform Within Time Specified

Category

Required Information / Criteria

- ☐ Contractor's Ability to Meet the Project Schedule

On a separate sheet, list the project titles, original contract time, and change order time extensions for three specific projects. Bidder shall document that it achieved substantial completion of three previous projects of similar size and scope within no more than 105% of the final contracted time for completion (including change ordered adjustments).

4. References

Category

Required Information / Criteria

- ☐ References from Owners of Previous Projects

Owner will check references by contacting owners of previous projects on bidder's performance over the last five years. On average, such references shall be satisfactory or better on a five category scale with "satisfactory" at mid scale. A reference score sheet will be utilized for rating completed projects of similar scope and value.

- ☐ Public Agency Debarment

Bidder shall not have been debarred by any Public agency within the last two (2) years.

The apparent low bidder must provide the above required information within two (2) working days of receiving Owner notification. Failure to submit such information to the satisfaction of the Owner within the time provided shall render the bid non-responsive.

If the Owner determines that the apparent low bidder is not responsible, the Owner will notify the bidder of its preliminary determination in writing. Within three (3) days after receipt of the preliminary determination, the bidder may withdraw its bid or may request a hearing. The Owner will schedule a hearing within three (3) working days of receipt of the bidder's request. The Owner will issue a Final

Determination after reviewing information presented at the hearing. The Owner's Final Determination is specific to this project, and will have no effect on other or future projects.

3.

BID DOCUMENT CHECK LIST

(Lewis County Forms Only)

The following items must be returned in the completed bid package:

1. Signed Bid Form
2. Bid Security or Bid Bond
3. Non Collusion Affidavit

4.

Project Scope and Specifications

Specifications

Scope of Work

The intent of this project is to renovate areas located on the second floor of the Central Shop building for future uses including uses during emergencies and relief efforts.

Demolition

Demo areas identified on attached drawings and prep for installation of new building systems, including, but not limited to: new ductless Heat Pump system(s), electrical systems, including an emergency generator, plumbing systems.

1st Floor demo: Remove and dispose of unused Birchfield heating boiler. Demo all piping and connections ensuring pipes are sealed at walls. Be aware of potential for ACM's or other hazardous materials. (See "Good Faith Survey"). Remove and replace identified hollow metal door and frame on NW corner of building. Add/alternate Demo- Demo existing single restroom and fixtures.

2nd Floor demo: Remove and dispose of identified walls, plumbing and electrical. Remove all floor coverings in identified areas. Remove identified glue up ceiling tiles. Remove all wall paneling in identified areas.

New Construction

1st Floor- Add alternate- Renovate single restroom to accommodate 2 ADA accessible restrooms, as shown on attached drawings

2nd Floor-

Framing- Infill floor area above boiler with fir joists or TJI's. Construct new walls as specified in drawings.

Drywall- cover new walls with 1 hr. fire rated type X gypsum board and/or sound attenuating gypsum board as indicated. Cover existing walls with 1 hr. rated Type X gypsum board.

Finishes-

Walls-wallboard shall be taped and textured w/ light orange peel. Wallboard and texture shall be primed with product identified for use on new walls. Paint shall be Kelly-Moore Enviro-Coat or equivalent. Eggshell finish, color Rainier White. Restroom walls shall be enamel finish.

Floors- Floor covering shall be commercial grade carpet tile, Shaw XXXX or equivalent, 24" tile size. Restroom flooring shall be commercial grade sheet vinyl, coved to make integral base and sealed seams. Contractor shall provide sample board to owner for color and pattern selection.

HVAC-

Restrooms- Exhaust Fans min 150 CFM, vented to outside through wall.

Conference Area- 1 Mitsubishi Ductless Heat Pump, Mitsubishi Ductless Split system- Mr. P or Slim w/ PEA/PEAD ducted indoor unit or equivalent with Variable Speed Inverter Compressor technology. Unit to be ducted to provide coverage to conference space and secure hallway. Approx. 2 ½ ton unit. System shall provide fresh outdoor air intake capacity.

Server room- Mitsubishi Electric split system, M or Mr. P, air conditioning unit with Variable Speed Inverter Compressor technology or approved equivalent. The system shall consist of a Wall Mounted indoor section with wired, wall mounted controller and a horizontal discharge, single phase outdoor unit. The system shall be comprised of two (2) approximately 3 ton units for redundancy during normal operation and also provide maximum system capacity when needed. System shall be configured to provide outside air intake to control humidity.

Communications Room- One Mitsubishi Electric split system heat pump, M or P, units with Variable Speed Inverter Compressor technology or approved equivalent, approx. 2.5 ton capacity. The system shall consist of a Wall Mounted indoor section with wired, wall mounted controller and a horizontal discharge, single phase outdoor unit. System shall provide fresh outdoor air intake capacity.

Electrical

Emergency Power- Contractor shall provide 1 dual fuel emergency generator (natural gas-propane) to provide 35 kW 120/208 V service to remodeled area. Automatic Transfer switch, to switch from commercial to generator power, and provided scheduled exercise function, to be located on first floor near main electrical service and feeding new service panel in secure corridor on 2nd floor outside server room. This will be considered emergency power for code requirement purposes, due to the nature of the service of the remodeled area and computer servers to support emergency functions throughout the County. This service will also need to have an integral surge/spike protection system to protect computer equipment from damage during generator startup/shutdown cycles or other potential harmful over/under voltages. As an add/alternate, the County may elect to provide standby generator power to minimal areas of the Central Shop located outside the remodel area. Should this option be chosen, a separate transfer switch and distribution pathway shall be provided as per NEC.

Emergency generator circuits shall be labeled as per NEC requirements. Receptacles shall be color coded to provide visual reference between those serviced by generator circuit, normal power and generator power with UPS backup.

Power- All power shall be run in EMT conduit. Conduit and J-boxes shall be color coded and labeled as per Code requirements.

Lighting- All fixtures in remodel area shall be considered emergency fixtures due to the nature of the functions supported. Additional egress lighting shall be added to meet code requirements in the remainder of the building. The fixtures at the head and foot of each stairwell shall also have integral battery backup.

Fiber and Low Voltage- All network wiring shall be minimum Category 5e and terminated with RJ45 female connection at wall locations and on patch panel in server room. All wiring shall be run in EMT conduit back to server room location for termination. Conduits shall be bushed with plastic bushings identified for this use.

EXAMINATION OF CONTRACT AND SITE

It is each Bidder's responsibility, before submitting a Bid, to:

1. Examine the Bidding Documents thoroughly and all related data.
2. Inspect the site to become familiar with and satisfy Bidder as to the conditions that may affect cost, progress, performance, and work related to this project.
3. Consider federal, state, and local Laws and Regulations that may affect cost, progress, performance, and work related to this project, including those related to work within a flood plain.
4. Promptly notify Lewis County Facilities Division of all conflicts, errors, ambiguities, or discrepancies which Bidder has discovered in or between the Contract Documents and related documents.

REGULATORY REQUIREMENTS

Permits and Fees

The County shall obtain the building permit. Contractor shall be responsible for all other permits required, including but not limited to: electrical permit, grade and fill permit, plumbing permit. The development authority is the City of Centralia for this project.

CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

Temporary Facilities

The Contractor shall provide temporary toilet facilities, and a construction shack. There is a transformer on site, the contractor will need to supply pole and panel for temporary power.

CONTRACT CLOSEOUT

Cleanup

The Contractor shall, at all times, keep the premises free from accumulation of waste materials and rubbish caused by its operations. Upon completion of said construction, the Contractor shall remove all waste material and rubbish related to his work from and about the premises as well as all tools, construction equipment, machinery, supplies, and materials, and shall leave the buildings and paved areas broom-clean.

SITEWORK**Excavation, Backfilling, and Compacting for Footings**

NA

CONCRETE**WORK UNDER THIS SECTION**

NA

SUBMITTALS**Material and Color Samples**

1. For each specific material sample requested by the Buyer or his representative, submit as arranged prior to contract.
2. Submit triplicate color sample sets showing manufacturers standard options available, for selection purposes.

Product Data

Three (3) copies of manufacturer's specifications and descriptive literature.

Certification

Three (3) copies of written certification, prepared and signed by Registered Professional Engineer licensed to practice in State of Washington attesting that building design meets specified loading requirements, requirements of codes and authorities having jurisdiction at project site, and other requirements specified.

WARRANTIES

All Components: Contractor or Manufacturer's standard one (1) year workmanship warranty.

Wood:

1. All wood in contact with ground shall be treated by standard method to resist insects and rot.
2. All wood material below BFE +2' shall be treated to resist moisture damage as required by FEMA Technical Bulletins 2 and 7-93
3. Wood members above BFE+2' shall be KD Standard or better.

INSULATION**Insulation**

Insulation of renovated area: Ceiling/Walls @ R-19 with approved vapor barrier, floors R-10 under conditioned space.

Ceiling over office areas R-30. The vapor barrier shall have a U.L. class rating flame spread of 25 or less. The product shall meet ASTM C-1136, Type II.

Doors and Hardware

1. Hollow metal 3/0 x 7/0 door and frame, door and frame 14 ga steel. Hardware shall include 3 butt hinges, Stanley or equivalent and BEST commercial grade removable core lever lockset. Core to be supplied by owner. Doors to be primed and painted.

Windows

1. Windows shall be 5'0" x 3'6" vinyl frame ½ slider double pane low E glass.

Finishes

1. Interior- 1st Floor-Floors-sealed concrete, Walls primed and painted Hardi-Board panels or PT plywood.
2nd Floor- Floors-24" Carpet tile, Shaw or equivalent with cove base or sheet vinyl (bathroom, coved and welded, Walls sheetrock, taped and texture light orange peel, paint Enviro-Coat Rainier White.

HVAC

1. Mitsubishi Ductless Split system- Mr. P or Slim w/ PEA/PEAD ducted indoor unit to service 2nd floor enclosed areas. Outdoor unit to be located after discussion with owner and location shall be protected from vehicle traffic by 6" steel bollards filled with concrete and painted high visibility Traffic yellow..
2. Restroom Exhaust Fan- 150 CFM Broan or Greenheck or equivalent, timer control.

ELECTRICAL

1. Lighting
 - a. Exterior, Exterior entrances, install 100 w wall pack, Lithonia TWS 50S 120 PE LPI or equal.
 - b. Interior, Lithonia 2VRS 3 32 AR12 120 V or equal in storage and office areas.
2. Power Requirements
 - a. Power is to be fed to the Building underground from the PUD service location, as shown on drawing.
3. State electrical permit shall be obtained by contractor.

Plumbing

- A. Water closets: Elongated, Wall or floor mount siphon jet, flush valve with white open front seat. No tank-type water closets shall be used unless specifically approved by the Project Manager.
- B. Urinals: Wall-hung, siphon jet, flush valve with wall chair carrier.
- C. All wall-hung fixtures shall utilize chair carriers, heavy-duty type, and shall be securely mounted to wall. Use neoprene (rubber) gaskets; no wax.
- D. Hot water heaters shall be central gas fired where possible, electric where applicable.
- E. Automatic flush valves and faucets shall be considered on toilets, urinals, and lavatories where budget allows. Coordinate with Project Manager..
- F. Provide 17-gauge chrome-plated brass for tubular installatons.
- G. Provide chrome (loose key) stops and supply tubes.

- H. Provide flexible caulking for sealing fixtures; use plumber's putty under faucet base.
- I. Provide floor drains in rest rooms; *J.R. Smith* or *Zurn*.
- J. Provide sealant under sink rims in addition to surface.
- K. Provide access to shutoff valves and cleanouts.
- L. Fixtures shall be ADA compliant as required.
- M. Flush valves shall be *Sloan Royal*; faucets shall be *Chicago*.
- N. Water piping shall be run in ceiling spaces where possible. Avoid buried water piping below floor slabs.
- O. All potable water over 4 inches will be ductile iron; under 4 inches to be Type L copper pipe or PEX where approved..
- P. All solder shall be lead free. Use *Bridget®* solder by Harris; use silver solder under concrete below grade, interior and exterior.

Project Schedule

Project schedule will be coordinated with County staff. Successful bidder will be required to submit project schedule showing work types and locations, closure requirements and work times to ensure coordination between owner and contractor.

5.

LEWIS COUNTY
AGREEMENT
GENERAL TERMS AND
CONDITIONS

AGREEMENT

THIS AGREEMENT is entered into between **LEWIS COUNTY** (hereinafter "County"), and

_____ (hereinafter "Contractor"), for the following project and for the amount of \$_____, all in accordance with and subject to the general and special terms and conditions, bid form, and call for bids, which are attached hereto and incorporated herein by this reference:

Central Shop 2nd Floor Renovation Project, Project #31-1404

(hereinafter "the Project"). The term for performance of the contract work shall be ____ days from notice to proceed, unless amended by approved change order.

BASE BID AMOUNT- \$ _____

ADD/ALTERNATE- \$ _____

TOTAL AMOUNT- \$ _____

Director of Central Services

CONTRACTOR

By: _____
Michael Strozyk

By : _____

Dated: _____, 20 _____

Performance of foregoing contract assured in accordance with the terms of the accompanying bond.

Dated: _____, 20 _____

Surety

By: _____

Attorney-in-fact

By: _____

APPROVED AS TO FORM

Jonathan Meyer, Prosecuting Attorney

By _____

Civil Deputy

LEWIS COUNTY GENERAL TERMS AND CONDITIONS

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PART 1 - GENERAL PROVISIONS

1.01 DEFINITIONS

- A. "Application for Payment" means a written request submitted by Contractor to A/E for payment of Work completed in accordance with the Contract Documents and approved Schedule of Values, supported by such substantiating data as Owner or A/E may require.
- B. "Architect," "Engineer," or "A/E" means a person or entity lawfully entitled to practice architecture or engineering, representing Owner within the limits of its delegated authority.
- C. "Change Order" means a written instrument signed by Owner and Contractor stating their agreement upon all of the following: (1) a change in the Work; (2) the amount of the adjustment in the Contract Sum, if any, and (3) the extent of the adjustment in the Contract Time, if any.
- D. "Claim" means Contractor's exclusive remedy for resolving disputes with Owner regarding the terms of a Change Order or a request for equitable adjustment, as more fully set forth in part 8.
- E. "Contract Award Amount" is the sum of the Base Bid and any accepted Alternates.
- F. "Contract Documents" means the Advertisement for Bids, Instructions for Bidders, completed Form of Proposal, General Conditions, Modifications to the General Conditions, Supplemental Conditions, Public Works Contract, other Special Forms, Drawings and Specifications, and all addenda and modifications thereof.
- G. "Contract Sum" is the total amount payable by Owner to Contractor for performance of the Work in accordance with the Contract Documents.
- H. "Contract Time" is the number of calendar days allotted in the Contract Documents for achieving Substantial Completion of the Work.
- I. "Contractor" means the person or entity who has agreed with Owner to perform the Work in accordance with the Contract Documents.
- J. "Drawings" are the graphic and pictorial portions of the Contract Documents showing the design, location, and dimensions of the Work, and may include plans, elevations, sections, details, schedules, and diagrams.
- K. "Final Acceptance" means the written acceptance issued to Contractor by Owner after Contractor has completed the requirements of the Contract Documents.
- L. "Final Completion" means that the Work is fully and finally completed in accordance with the Contract Documents.
- M. "Force Majeure" means those acts entitling Contractor to request an equitable adjustment in the Contract Time, as more fully set forth in paragraph 3.05A.
- N. "Notice" means a written notice which has been delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended or, if delivered or sent by registered or certified mail, to the last business address known to the party giving notice.
- O. "Notice to Proceed" means a notice from Owner to Contractor that defines the date on which the Contract Time begins to run.
- P. "Owner" means the County agency, institution, or its authorized representative with the authority to enter into, administer, and/or terminate the Work in accordance with the Contract Documents and make related determinations and findings.
- Q. "Person" means a corporation, partnership, business association of any kind, trust, company, or individual.
- R. "Prior Occupancy" means Owner's use of all or parts of the Project before Substantial Completion.
- S. "Progress Schedule" means a schedule of the Work, in a form satisfactory to Owner, as further set forth in section 3.02.
- T. "Project" means the total construction of which the Work performed in accordance with the Contract Documents may be the whole or a part and which may include construction by Owner or by separate contractors.
- U. "Project Manual" means the volume usually assembled for the Work which may include the

bidding requirements, sample forms, and other Contract Documents.

- V. "Project Record" means the separate set of Drawings and Specifications as further set forth in paragraph 4.02A.
- W. "Schedule of Values" means a written breakdown allocating the total Contract Sum to each principle category of Work, in such detail as requested by Owner.
- X. "Specifications" are that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the Work, and performance of related services.
- Y. "Subcontract" means a contract entered into by Subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind for or in connection with the Work.
- Z. "Subcontractor" means any person, other than Contractor, who agrees to furnish or furnishes any supplies, materials, equipment, or services of any kind in connection with the Work.
- AA. "Substantial Completion" means that stage in the progress of the Work where Owner has full and unrestricted use and benefit of the facilities for the purposes intended, as more fully set forth in section 6.07.
- AB. "Work" means the construction and services required by the Contract Documents, and includes, but is not limited to, labor, materials, supplies, equipment, services, permits, and the manufacture and fabrication of components, performed, furnished, or provided in accordance with the Contract Documents.

1.02 ORDER OF PRECEDENCE

Any conflict or inconsistency in the Contract Documents shall be resolved by giving the documents precedence in the following order.

- 1. Signed Public Works Contract, including any Change Orders, and any Special Forms.
- 2. Supplemental Conditions.
- 3. Modifications to the General Conditions.
- 4. General Conditions.

- 5. Specifications--provisions in Division 1 shall take precedence over provisions of any other Division.
- 6. Drawings--in case of conflict within the Drawings, large scale drawings shall take precedence over small scale drawings.
- 7. Signed and Completed Form of Proposal.
- 8. Instructions to Bidders.
- 9. Advertisement for Bids.

1.03 EXECUTION AND INTENT

Contractor makes the following representations to Owner:

- 1. The Contract Sum is reasonable compensation for the Work and the Contract Time is adequate for the performance of the Work, as represented by the Contract Documents;
- 2. Contractor has carefully reviewed the Contract Documents, visited and examined the Project site, become familiar with the local conditions in which the Work is to be performed, and satisfied itself as to the nature, location, character, quality and quantity of the Work, the labor, materials, equipment, goods, supplies, work, services and other items to be furnished and all other requirements of the Contract Documents, as well as the surface and subsurface conditions and other matters that may be encountered at the Project site or affect performance of the Work or the cost or difficulty thereof;
- 3. Contractor is financially solvent, able to pay its debts as they mature, and possesses sufficient working capital to complete the Work and perform Contractor's obligations required by the Contract Documents; and
- 4. Contractor is able to furnish the plant, tools, materials, supplies, equipment and labor required to complete the Work and perform the obligations required by the Contract Documents and has sufficient experience and competence to do so.

PART 2 - INSURANCE AND BONDS

2.01 CONTRACTOR'S LIABILITY INSURANCE

Prior to commencement of the Work, Contractor shall obtain all the insurance required by the Contract Documents and provide evidence satisfactory to Owner that such insurance has been procured. Review of the Contractor's insurance by Owner shall not relieve or

decrease the liability of Contractor. Companies writing the insurance to be obtained by this part shall be licensed to do business under Chapter 48 RCW or comply with the Surplus Lines Law of the State of Washington. Contractor shall include in its bid the cost of all insurance and bond costs required to complete the base bid work and accepted alternates. Insurance carriers providing insurance in accordance with the Contract Documents shall be acceptable to Owner, and its A. M. Best rating shall be indicated on the insurance certificates.

A. Contractor shall maintain the following insurance coverage during the Work and for one year after Final Acceptance. Contractor shall also maintain the following insurance coverage during the performance of any corrective Work required by section 5.17.

1. General liability on the ISO 1986 New Occurrence Form or its equivalent which will include:

- a. Completed operations/products liability;
- b. Explosion, collapse, and underground; and
- c. Employer's liability coverage.

2. Automobile liability

B. Contractor shall comply with the Washington State Industrial Insurance Act and, if applicable, the Federal Longshoremen's and Harbor Workers' Act and the Jones Act.

C. All insurance coverages shall protect against claims for damages for personal and bodily injury or death, as well as claims for property damage, which may arise from operations in connection with the Work whether such operations are by Contractor or any Subcontractor.

D. All insurance coverages shall be endorsed to include Owner as an additional named insured for Work performed in accordance with the Contract Documents, and all insurance certificates shall evidence the Owner as an additional insured.

2.02 COVERAGE LIMITS

The coverage limits shall be as follows:

A. Limits of Liability shall not be less than \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage (other than

Automobile liability) Each Occurrence; Personal Injury and Advertising Liability Each Occurrence.

B. \$2,000,000 Combined Single Limit Annual General Aggregate.

C. \$2,000,000 Annual Aggregate for Products and Completed Operations Liability.

D. \$1,000,000 Combined Single Limit for Automobile Bodily Injury and Property Damage Liability, Each Accident or Loss.

2.03 INSURANCE COVERAGE CERTIFICATES

A. Prior to commencement of the Work, Contractor shall furnish to Owner a completed certificate of insurance coverage, on County form.

B. All insurance certificates shall name Owner's Project number and Project title.

C. All insurance certificates shall specifically require 45 days prior notice to Owner of cancellation or any material change, except 30 days for surplus line insurance.

2.04 PAYMENT AND PERFORMANCE BONDS

Payment and performance bonds for 100% of the Contract Sum, including all Change Orders and state sales tax, shall be furnished for the Work, and shall be in a form acceptable to the Owner. No payment or performance bond is required if the Contract Sum is \$25,000 or less and Contractor agrees that Owner may, in lieu of the bond, retain 50% of the Contract Sum for the period allowed by RCW 39.08.010.

2.05 ADDITIONAL BOND SECURITY

Contractor shall promptly furnish additional security required to protect Owner and persons supplying labor or materials required by the Contract Documents if:

A. Owner has a reasonable objection to the surety; or

B. Any surety fails to furnish reports on its financial condition if requested by Owner.

2.06 BUILDER'S RISK

A. Contractor shall purchase and maintain property insurance in the amount of the Contract Sum including all Change Orders for the Work on a replacement cost basis until Substantial

Completion. The insurance shall cover the interest of Owner, Contractor, and any Subcontractors, as their interests may appear.

- B. Contractor property insurance shall be placed on an "all risk" basis and insure against the perils of fire and extended coverage and physical loss or damage including theft, vandalism, malicious mischief, collapse, false work, temporary buildings, debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for A/E's services and expenses required as a result of an insured loss.
- C. Owner and Contractor waive all subrogation rights against each other, any Subcontractors, A/E, A/E's subconsultants, separate contractors described in section 5.20, if any, and any of their subcontractors, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this section or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by Owner as fiduciary. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

PART 3 - TIME AND SCHEDULE

3.01 PROGRESS AND COMPLETION

Contractor shall diligently prosecute the Work, with adequate forces, achieve Substantial Completion within the Contract Time, and achieve Final Completion within a reasonable period thereafter.

3.02 CONSTRUCTION SCHEDULE

- A. Unless otherwise provided in Division 1, Contractor shall, within 14 days after issuance of the Notice to Proceed, submit a preliminary Progress Schedule. The Progress Schedule shall show the sequence in which Contractor proposes to perform the Work, and the dates on which Contractor plans to start and finish major portions of the Work, including dates for shop drawings and other submittals, and for acquiring materials and equipment.
- B. Unless otherwise provided in Division 1, The Progress Schedule shall be in the form of a bar chart, or a critical path method analysis, as specified by Owner. The preliminary Progress Schedule may be general, showing the major portions of the Work, with a more detailed Progress Schedule submitted as directed by Owner.
- C. Owner shall return comments on the preliminary Progress Schedule to Contractor within 14 days of receipt. Review by Owner of Contractor's schedule does not constitute an approval or acceptance of Contractor's construction means, methods, or sequencing, or its ability to complete the Work within the Contract Time. Contractor shall revise and resubmit its schedule, as necessary. Owner may withhold a portion of progress payments until a Progress Schedule has been submitted which meets the requirements of this section.
- D. Contractor shall utilize and comply with the Progress Schedule. On a monthly basis, or as otherwise directed by Owner, Contractor shall submit an updated Progress Schedule at its own expense to Owner indicating actual progress. If, in the opinion of Owner, Contractor is not in conformance with the Progress Schedule for reasons other than acts of Force Majeure as identified in section 3.05, Contractor shall take such steps as are necessary to bring the actual completion dates of its work activities into conformance with the Progress Schedule, or revise the Progress Schedule to reconcile with the actual progress of the Work.
- E. Contractor shall promptly notify Owner in writing of any actual or anticipated event which is delaying or could delay achievement of any milestone or performance of any critical path activity of the Work. Contractor shall indicate the expected duration of the delay, the anticipated effect of the delay on the Progress Schedule, and the action being or to be taken to correct the problem. Provision of such notice does not relieve Contractor of its obligation to complete the Work within the Contract Time.

3.03 OWNER'S RIGHT TO SUSPEND THE WORK FOR CONVENIENCE

- A. Owner may, at its sole discretion, order Contractor, in writing, to suspend all or any part of the Work for up to 90 days, or for such longer period as mutually agreed.
- B. Upon receipt of a written notice suspending the Work, Contractor shall immediately comply with

its terms and take all reasonable steps to minimize the incurrence of cost of performance directly attributable to such suspension. Within a period up to 90 days after the notice is delivered to Contractor, or within any extension of that period to which the parties shall have agreed, Owner shall either:

1. Cancel the written notice suspending the Work; or
2. Terminate the Work covered by the notice as provided in the termination provisions of part 9.

C. If a written notice suspending the Work is cancelled or the period of the notice or any extension thereof expires, Contractor shall resume Work.

D. Contractor shall be entitled to an equitable adjustment in the Contract Time, or Contract

Sum, or both, for increases in the time or cost of performance directly attributable to such suspension, provided Contractor complies with all requirements set forth in part 7.

3.04 OWNER'S RIGHT TO STOP THE WORK FOR CAUSE

A. If Contractor fails or refuses to perform its obligations in accordance with the Contract Documents, Owner may order Contractor, in writing, to stop the Work, or any portion thereof, until satisfactory corrective action has been taken.

B. Contractor shall not be entitled to an equitable adjustment in the Contract Time or Contract Sum for any increased cost or time of performance attributable to Contractor's failure or refusal to perform or from any reasonable remedial action taken by Owner based upon such failure.

3.05 DELAY

A. Any delay in or failure of performance by Owner or Contractor, other than the payment of money, shall not constitute a default hereunder if and to the extent the cause for such delay or failure of performance was unforeseeable and beyond the control of the party ("Force Majeure"). Acts of Force Majeure include, but are not limited to:

1. Acts of God or the public enemy;
2. Acts or omissions of any government entity;

3. Fire or other casualty for which Contractor is not responsible;

4. Quarantine or epidemic;

5. Strike or defensive lockout;

6. Unusually severe weather conditions which could not have been reasonably anticipated; and

7. Unusual delay in receipt of supplies or products which were ordered and expedited and for which no substitute reasonably acceptable to Owner was available.

B. Contractor shall be entitled to an equitable adjustment in the Contract Time for changes in the time of performance directly attributable to an act of Force Majeure, provided it makes a request for equitable adjustment according to section 7.03. Contractor shall not be entitled to an adjustment in the Contract Sum resulting from an act of Force Majeure.

C. Contractor shall be entitled to an equitable adjustment in Contract Time, and may be entitled to an equitable adjustment in Contract Sum, if the cost or time of Contractor's performance is changed due to the fault or negligence of Owner, provided the Contractor makes a request according to sections 7.02 and 7.03.

D. Contractor shall not be entitled to an adjustment in Contract Time or in the Contract Sum for any delay or failure of performance to the extent such delay or failure was caused by Contractor or anyone for whose acts Contractor is responsible.

E. To the extent any delay or failure of performance was concurrently caused by the Owner and Contractor, Contractor shall be entitled to an adjustment in the Contract Time for that portion of the delay or failure of performance that was concurrently caused, provided it makes a request for equitable adjustment according to section 7.03, but shall not be entitled to an adjustment in Contract Sum.

F. Contractor shall make all reasonable efforts to prevent and mitigate the effects of any delay, whether occasioned by an act of Force Majeure or otherwise.

3.06 NOTICE TO OWNER OF LABOR DISPUTES

- A. If Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay timely performance in accordance with the Contract Documents, Contractor shall immediately give notice, including all relevant information, to Owner.
- B. Contractor agrees to insert a provision in its Subcontracts and to require insertion in all sub-subcontracts, that in the event timely performance of any such contract is delayed or threatened by delay by any actual or potential labor dispute, the Subcontractor or Sub-subcontractor shall immediately notify the next higher tier Subcontractor or Contractor, as the case may be, of all relevant information concerning the dispute.

3.07 DAMAGES FOR FAILURE TO ACHIEVE TIMELY COMPLETION

- A. Liquidated Damages
 - 1. Timely performance and completion of the Work is essential to Owner and time limits stated in the Contract Documents are of the essence. Owner will incur serious and substantial damages if Substantial Completion of the Work does not occur within the Contract Time. However, it would be difficult if not impossible to determine the exact amount of such damages. Consequently, provisions for liquidated damages are included in the Contract Documents.
 - 2. The liquidated damage amounts set forth in the Contract Documents will be assessed not as a penalty, but as liquidated damages for breach of the Contract Documents. This amount is fixed and agreed upon by and between the Contractor and Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain. This amount shall be construed as the actual amount of damages sustained by the Owner, and may be retained by the Owner and deducted from periodic payments to the Contractor.
 - 3. Assessment of liquidated damages shall not release Contractor from any further obligations or liabilities pursuant to the Contract Documents.
- B. Actual Damages

Actual damages will be assessed for failure to achieve Final Completion within the time provided. Actual damages will be calculated on the basis of direct architectural, administrative, and other related costs attributable to the Project from the date when Final Completion should have been achieved, based on the date Substantial Completion is actually achieved, to the date Final Completion is actually achieved. Owner may offset these costs against any payment due Contractor.

PART 4 - SPECIFICATIONS, DRAWINGS, AND OTHER DOCUMENTS

4.01 DISCREPANCIES AND CONTRACT DOCUMENT REVIEW

- A. The intent of the Specifications and Drawings is to describe a complete Project to be constructed in accordance with the Contract Documents. Contractor shall furnish all labor, materials, equipment, tools, transportation, permits, and supplies, and perform the Work required in accordance with the Drawings, Specifications, and other provisions of the Contract Documents.
- B. The Contract Documents are complementary. What is required by one part of the Contract Documents shall be binding as if required by all. Anything mentioned in the Specifications and not shown on the Drawings, or shown on the Drawings and not mentioned in the Specifications, shall be of like effect as if shown or mentioned in both.
- C. Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by Owner. If, during the performance of the Work, Contractor finds a conflict, error, inconsistency, or omission in the Contract Documents, it shall promptly and before proceeding with the Work affected thereby, report such conflict, error, inconsistency, or omission to A/E in writing.
- D. Contractor shall do no Work without applicable Drawings, Specifications, or written modifications, or Shop Drawings where required, unless instructed to do so in writing by Owner. If Contractor performs any construction activity, and it knows or reasonably should have known that any of the Contract Documents contain a conflict, error, inconsistency, or omission, Contractor shall be responsible for the performance and shall bear the cost for its correction.
- E. Contractor shall provide any work or materials the provision of which is clearly implied and is within

the scope of the Contract Documents even if the Contract Documents do not mention them specifically.

- F. Questions regarding interpretation of the requirements of the Contract Documents shall be referred to the A/E.

4.02 PROJECT RECORD

- A. Contractor shall legibly mark in ink on a separate set of the Drawings and Specifications all actual construction, including depths of foundations, horizontal and vertical locations of internal and underground utilities and appurtenances referenced to permanent visible and accessible surface improvements, field changes of dimensions and details, actual suppliers, manufacturers and trade names, models of installed equipment, and Change Order proposals. This separate set of Drawings and Specifications shall be the "Project Record."
- B. The Project Record shall be maintained on the project site throughout the construction and shall be clearly labeled "PROJECT RECORD". The Project Record shall be updated at least weekly noting all changes and shall be available to Owner at all times.
- C. Contractor shall submit the completed and finalized Project Record to A/E prior to Final Acceptance.

4.03 SHOP DRAWINGS

- A. "Shop Drawings" means documents and other information required to be submitted to A/E by Contractor pursuant to the Contract Documents, showing in detail: the proposed fabrication and assembly of structural elements; and the installation (i.e. form, fit, and attachment details) of materials and equipment. Shop Drawings include, but are not limited to, drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, samples, and similar materials furnished by Contractor to explain in detail specific portions of the Work required by the Contract Documents. For materials and equipment to be incorporated into the Work, Contractor submittal shall include the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the item. When directed,

Contractor shall submit all samples at its own expense. Owner may duplicate, use, and disclose Shop Drawings provided in accordance with the Contract Documents.

- B. Contractor shall coordinate all Shop Drawings, and review them for accuracy, completeness, and compliance with the Contract Documents and shall indicate its approval thereon as evidence of such coordination and review. Where required by law, Shop Drawings shall be stamped by an appropriate professional licensed by the state of Washington. Shop Drawings submitted to A/E without evidence of Contractor's approval shall be returned for resubmission. Contractor shall review, approve, and submit Shop Drawings with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of Owner or separate contractors. Contractor's submittal schedule shall allow a reasonable time for A/E review. A/E will review, approve, or take other appropriate action on the Shop Drawings. Contractor shall perform no portion of the Work requiring submittal and review of Shop Drawings until the respective submittal has been reviewed and the A/E has approved or taken other appropriate action. Owner and A/E shall respond to Shop Drawing submittals with reasonable promptness. Any Work by Contractor shall be in accordance with reviewed Shop Drawings. Submittals made by Contractor which are not required by the Contract Documents may be returned without action.
- C. Approval, or other appropriate action with regard to Shop Drawings, by Owner or A/E shall not relieve Contractor of responsibility for any errors or omissions in such Shop Drawings, nor from responsibility for compliance with the requirements of the Contract Documents. Unless specified in the Contract Documents, review by Owner or A/E shall not constitute an approval of the safety precautions employed by Contractor during construction, or constitute an approval of Contractor's means or methods of construction. If Contractor fails to obtain approval before installation, and the item or work is subsequently rejected, Contractor shall be responsible for all costs of correction.
- D. If Shop Drawings show variations from the requirements of the Contract Documents, Contractor shall describe such variations in writing, separate from the Shop Drawings, at the time it submits the Shop Drawings containing such variations. If A/E approves any such variation, an appropriate Change Order will be issued. If the

variation is minor and does not involve an adjustment in the Contract Sum or Contract Time, a Change Order need not be issued; however, the modification shall be recorded upon the Project Record.

- E. Unless otherwise provided in Division I, Contractor shall submit to A/E for approval 5 copies of all Shop Drawings. Unless otherwise indicated, 3 sets of all Shop Drawings shall be retained by A/E and 2 sets shall be returned to Contractor.

4.04 ORGANIZATION OF SPECIFICATIONS

Specifications are prepared in sections which conform generally with trade practices. These sections are for Owner and Contractor convenience and shall not control Contractor in dividing the Work among the Subcontractors or in establishing the extent of the Work to be performed by any trade.

4.05 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS, AND OTHER DOCUMENTS

- A. The Drawings, Specifications, and other documents prepared by A/E are instruments of A/E's service through which the Work to be executed by Contractor is described. Neither Contractor nor any Subcontractor shall own or claim a copyright in the Drawings, Specifications, and other documents prepared by A/E, and A/E shall be deemed the author of them and will, along with any rights of Owner, retain all common law, statutory, and other reserved rights, in addition to the copyright. All copies of these documents, except Contractor's set, shall be returned or suitably accounted for to A/E, on request, upon completion of the Work.
- B. The Drawings, Specifications, and other documents prepared by the A/E, and copies thereof furnished to Contractor, are for use solely with respect to this Project. They are not to be used by Contractor or any Subcontractor on other projects or for additions to this Project outside the scope of the Work without the specific written consent of Owner and A/E. Contractor and Subcontractors are granted a limited license to use and reproduce applicable portions of the Drawings, Specifications, and other documents prepared by A/E appropriate to and for use in the execution of their Work.
- C. Contractor and all Subcontractors grant a non-exclusive license to Owner, without additional cost or royalty, to use for its own purposes (including reproduction) all Shop Drawings, together with the information and diagrams contained therein,

prepared by Contractor or any Subcontractor. In providing Shop Drawings, Contractor and all Subcontractors warrant that they have authority to grant to Owner a license to use the Shop Drawings, and that such license is not in violation of any copyright or other intellectual property right. Contractor agrees to defend and indemnify Owner pursuant to the indemnity provisions in section 5.23 from any violations of copyright or other intellectual property rights arising out of Owner's use of the Shop Drawings hereunder, or to secure for Owner, at Contractor's own cost, licenses in conformity with this section.

- D. The Shop Drawings and other submittals prepared by Contractor, Subcontractors of any tier, or its or their equipment or material suppliers, and copies thereof furnished to Contractor, are for use solely with respect to this Project. They are not to be used by Contractor or any Subcontractor of any tier, or material or equipment supplier, on other projects or for additions to this Project outside the scope of the Work without the specific written consent of Owner. The Contractor, Subcontractors of any tier, and material or equipment suppliers are granted a limited license to use and reproduce applicable portions of the Shop Drawings and other submittals appropriate to and for use in the execution of their Work under the Contract Documents.

PART 5 - PERFORMANCE

5.01 CONTRACTOR CONTROL AND SUPERVISION

- A. Contractor shall supervise and direct the Work, using its best skill and attention, and shall perform the Work in a skillful manner. Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work, unless the Contract Documents give other specific instructions concerning these matters. Contractor shall disclose its means and methods of construction when requested by Owner.
- B. Performance of the Work shall be directly supervised by a competent superintendent who is satisfactory to Owner and has authority to act for Contractor. The superintendent shall not be changed without the prior written consent of Owner.

- C. Contractor shall be responsible to Owner for acts and omissions of Contractor, Subcontractors, and their employees and agents.
- D. Contractor shall enforce strict discipline and good order among Contractor's employees and other persons performing the Work. Contractor shall not permit employment of persons not skilled in tasks assigned to them. Contractor's employees shall at all times conduct business in a manner which assures fair, equal, and nondiscriminatory treatment of all persons. Owner may, by written notice, request Contractor to remove from the Work or Project site any employee Owner reasonably deems incompetent, careless, or otherwise objectionable.
- E. Contractor shall keep on the Project site a copy of the Drawings, Specifications, addenda, reviewed Shop Drawings, and permits and permit drawings.
- F. Contractor shall ensure that its owner(s) and employees, and those of its Subcontractors, comply with the Ethics in Public Service Act RCW 42.52, which, among other things, prohibits state employees from having an economic interest in any public works contract that was made by, or supervised by, that employee. Contractor shall remove, at its sole cost and expense, any of its, or its Subcontractors', employees, if they are in violation of this act.

5.02 PERMITS, FEES, AND NOTICES

- A. Unless otherwise provided in the Contract Documents, Contractor shall pay for and obtain all permits, licenses, and inspections necessary for proper execution and completion of the Work. Prior to Final Acceptance, the approved, signed permits shall be delivered to Owner.
- B. If allowances for permits or utility fees are called for in the Contract Documents and set forth in Contractor's bid, and the actual costs of those permits or fees differ from the allowances in the Contract Documents, the difference shall be adjusted by Change Order.
- C. Contractor shall comply with and give notices required by all federal, state, and local laws, ordinances, rules, regulations, and lawful orders of public authorities applicable to performance of the Work.

5.03 PATENTS AND ROYALTIES

Contractor is responsible for, and shall pay, all royalties and license fees. Contractor shall defend, indemnify, and hold Owner harmless from any costs, expenses, and liabilities arising out of the infringement by Contractor of any patent, copyright, or other intellectual property right used in the Work; however, provided that Contractor gives prompt notice, Contractor shall not be responsible for such defense or indemnity when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents. If Contractor has reason to believe that use of the required design, process, or product constitutes an infringement of a patent or copyright, it shall promptly notify Owner of such potential infringement.

5.04 PREVAILING WAGES

- A. Contractor shall pay the prevailing rate of wages to all workers, laborers, or mechanics employed in the performance of any part of the Work in accordance with RCW 39.12 and the rules and regulations of the Department of Labor and Industries. The schedule of prevailing wage rates for the locality or localities of the Work, is determined by the Industrial Statistician of the Department of Labor and Industries. It is the Contractor's responsibility to verify the applicable prevailing wage rate.
- B. Before commencing the Work, Contractor shall file a statement under oath with Owner and with the Director of Labor and Industries certifying the rate of hourly wage paid and to be paid each classification of laborers, workers, or mechanics employed upon the Work by Contractor and Subcontractors. Such rates of hourly wage shall not be less than the prevailing wage rate.
- C. Disputes regarding prevailing wage rates shall be referred for arbitration to the Director of the Department of Labor and Industries. The arbitration decision shall be final and conclusive and binding on all parties involved in the dispute as provided for by RCW 39.12.060.
- D. Each Application for Payment submitted by Contractor shall state that prevailing wages have been paid in accordance with the prefiled statement(s) of intent, as approved. Copies of the approved intent statement(s) shall be posted on the job site with the address and telephone number of the Industrial Statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.
- E. In compliance with chapter 296-127 WAC, Contractor shall pay to the Department of Labor and Industries the currently established fee(s) for

each statement of intent and/or affidavit of wages paid submitted to the Department of Labor and Industries for certification.

5.05 HOURS OF LABOR

- A. Contractor shall comply with all applicable provisions of RCW 49.28 and they are incorporated herein by reference. Pursuant to that statute, no laborer, worker, or mechanic employed by Contractor, any Subcontractor, or any other person performing or contracting to do the whole or any part of the Work, shall be permitted or required to work more than eight hours in any one calendar day, provided, that in cases of extraordinary emergency, such as danger to life or property, the hours of work may be extended, but in such cases the rate of pay for time employed in excess of eight hours of each calendar day shall be not less than one and one-half times the rate allowed for this same amount of time during eight hours' service.
- B. Notwithstanding the preceding paragraph, RCW 49.28 permits a contractor or subcontractor in any public works contract subject to those provisions, to enter into an agreement with its employees in which the employees work up to ten hours in a calendar day. No such agreement may provide that the employees work ten-hour days for more than four calendar days a week. Any such agreement is subject to approval by the employees. The overtime provisions of RCW 49.28 shall not apply to the hours, up to forty hours per week, worked pursuant to any such agreement.

5.06 NONDISCRIMINATION

- A. Discrimination in all phases of employment is prohibited by, among other laws and regulations, Title VII of the Civil Rights Act of 1964, the Vietnam Era Veterans Readjustment Act of 1974, sections 503 and 504 of the Vocational Rehabilitation Act of 1973, the Equal Employment Act of 1972, the Age Discrimination Act of 1967, the Americans with Disabilities Act of 1990, the Civil Rights Act of 1991, Presidential Executive Order 11246, Executive Order 11375, the Washington State Law Against Discrimination, RCW 49.60, and Gubernatorial Executive Order 85-09. These laws and regulations establish minimum requirements for affirmative action and fair employment practices which Contractor must meet.
- B. During performance of the Work:

- 1. Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, marital status, or the presence of any physical, sensory, or mental disability, Vietnam era veteran status, or disabled veteran status, nor commit any other unfair practices as defined in RCW 49.60.
- 2. Contractor shall, in all solicitations or advertisements for employees placed by or for it, state that all qualified applicants will be considered for employment, without regard to race, creed, color, national origin, sex, age, marital status, or the presence of any physical, sensory, or mental disability.
- 3. Contractor shall send to each labor union, employment agency, or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the labor union, employment agency, or workers' representative of Contractor's obligations according to the Contract Documents and RCW 49.60.
- 4. Contractor shall permit access to its books, records, and accounts, and to its premises by Owner, and by the Washington State Human Rights Commission, for the purpose of investigation to ascertain compliance with this section of the Contract Documents.
- 5. Contractor shall include the provisions of this section in every Subcontract.

5.07 SAFETY PRECAUTIONS

- A. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Work.
- B. In carrying out its responsibilities according to the Contract Documents, Contractor shall protect the lives and health of employees performing the Work and other persons who may be affected by the Work; prevent damage to materials, supplies, and equipment whether on site or stored off-site; and prevent damage to other property at the site or adjacent thereto. Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss; shall erect and maintain all necessary safeguards for such safety

and protection; and shall notify owners of adjacent property and utilities when prosecution of the Work may affect them.

- C. Contractor shall maintain an accurate record of exposure data on all incidents relating to the Work resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment. Contractor shall immediately report any such incident to Owner. Owner shall, at all times, have a right of access to all records of exposure.

- D. Contractor shall provide all persons working on the Project site with information and training on hazardous chemicals in their work at the time of their initial assignment, and whenever a new hazard is introduced into their work area.

1. Information. At a minimum, Contractor shall inform persons working on the Project site of:

- a. The requirements of chapter 296-62 WAC, General Occupational Health Standards;
- b. Any operations in their work area where hazardous chemicals are present; and
- c. The location and availability of written hazard communication programs, including the required list(s) of hazardous chemicals and material safety data sheets required by chapter 296-62 WAC.

2. Training. At a minimum, Contractor shall provide training for persons working on the Project site which includes:

- a. Methods and observations that may be used to detect the presence or release of a hazardous chemical in the work area (such as monitoring conducted by the employer, continuous monitoring devices, visual appearance or odor of hazardous chemicals when being released, etc.);
- b. The physical and health hazards of the chemicals in the work area;
- c. The measures such persons can take to protect themselves from these hazards, including specific procedures Contractor, or its Subcontractors, or others have implemented to protect those on the Project site from exposure to hazardous

chemicals, such as appropriate work practices, emergency procedures, and personal protective equipment to be used; and

- d. The details of the hazard communications program developed by Contractor, or its Subcontractors, including an explanation of the labeling system and the material safety data sheet, and how employees can obtain and use the appropriate hazard information.

- E. Contractor's responsibility for hazardous, toxic, or harmful substances shall include the following duties:

1. Contractor shall not keep, use, dispose, transport, generate, or sell on or about the Project site, any substances now or hereafter designated as, or which are subject to regulation as, hazardous, toxic, dangerous, or harmful by any federal, state or local law, regulation, statute or ordinance (hereinafter collectively referred to as "hazardous substances", in violation of any such law, regulation, statute, or ordinance, but in no case shall any such hazardous substance be stored more than 90 days on the Project site.
2. Contractor shall promptly notify Owner of all spills or releases of any hazardous substances which are otherwise required to be reported to any regulatory agency and pay the cost of cleanup. Contractor shall promptly notify Owner of all failures to comply with any federal, state, or local law, regulation, or ordinance; all inspections of the Project site by any regulatory entity concerning the same; all regulatory orders or fines; and all responses or interim cleanup actions taken by or proposed to be taken by any government entity or private party on the Project site.

- F. All Work shall be performed with due regard for the safety of the public. Contractor shall perform the Work so as to cause a minimum of interruption of vehicular traffic or inconvenience to pedestrians. All arrangements to care for such traffic shall be Contractor's responsibilities. All expenses involved in the maintenance of traffic by way of detours shall be borne by Contractor.

- G. In an emergency affecting the safety of life or the Work or of adjoining property, Contractor is permitted to act, at its discretion, to prevent such

threatened loss or injury, and Contractor shall so act if so authorized or instructed.

- H. Nothing provided in this section shall be construed as imposing any duty upon Owner or A/E with regard to, or as constituting any express or implied assumption of control or responsibility over, Project site safety, or over any other safety conditions relating to employees or agents of Contractor or any of its Subcontractors, or the public.

5.08 OPERATIONS, MATERIAL HANDLING, AND STORAGE AREAS

- A. Contractor shall confine all operations, including storage of materials, to Owner-approved areas.
- B. Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be provided by Contractor only with the consent of Owner and without expense to Owner. The temporary buildings and utilities shall remain the property of Contractor and shall be removed by Contractor at its expense upon completion of the Work.
- C. Contractor shall use only established roadways or temporary roadways authorized by Owner. When materials are transported in prosecuting the Work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by federal, state, or local law or regulation.
- D. Ownership and control of all materials or facility components to be demolished or removed from the Project site by Contractor shall immediately vest in Contractor upon severance of the component from the facility or severance of the material from the Project site. Contractor shall be responsible for compliance with all laws governing the storage and ultimate disposal. Contractor shall provide Owner with a copy of all manifests and receipts evidencing proper disposal when required by Owner or applicable law.
- E. Contractor shall be responsible for the proper care and protection of its materials and equipment delivered to the Project site. Materials and equipment may be stored on the premises subject to approval of Owner. When Contractor uses any portion of the Project site as a shop, Contractor shall be responsible for any repairs, patching, or cleaning arising from such use.
- F. Contractor shall protect and be responsible for any damage or loss to the Work, or to the materials or

equipment until the date of Substantial Completion, and shall repair or replace without cost to Owner any damage or loss that may occur, except damages or loss caused by the acts or omissions of Owner. Contractor shall also protect and be responsible for any damage or loss to the Work, or to the materials or equipment, after the date of Substantial Completion, and shall repair or replace without cost to Owner any such damage or loss that might occur, to the extent such damages or loss are caused by the acts or omissions of Contractor, or any Subcontractor.

5.09 PRIOR NOTICE OF EXCAVATION

- A. "Excavation" means an operation in which earth, rock, or other material on or below the ground is moved or otherwise displaced by any means, except the tilling of soil less than 12 inches in depth for agricultural purposes, or road ditch maintenance that does not change the original road grade or ditch flow line. Before commencing any excavation, Contractor shall provide notice of the scheduled commencement of excavation to all owners of underground facilities or utilities, through locator services.

5.10 UNFORESEEN PHYSICAL CONDITIONS

- A. If Contractor encounters conditions at the site which are subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents, or unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then Contractor shall give written notice to Owner promptly and in no event later than 7 days after the first observance of

the conditions. Conditions shall not be disturbed prior to such notice.

- B. If such conditions differ materially and cause a change in Contractor's cost of, or time required for, performance of any part of the Work, the Contractor may be entitled to an equitable adjustment in the Contract Time or Contract Sum, or both, provided it makes a request therefore as provided in part 7.

5.11 PROTECTION OF EXISTING STRUCTURES, EQUIPMENT, VEGETATION, UTILITIES, AND IMPROVEMENTS

- A. Contractor shall protect from damage all existing structures, equipment, improvements, utilities, and

vegetation: at or near the Project site; and on adjacent property of a third party, the locations of which are made known to or should be known by Contractor. Contractor shall repair any damage, including that to the property of a third party, resulting from failure to comply with the requirements of the Contract Documents or failure to exercise reasonable care in performing the Work. If Contractor fails or refuses to repair the damage promptly, Owner may have the necessary work performed and charge the cost to Contractor.

- B. Contractor shall only remove trees when specifically authorized to do so, and shall protect vegetation that will remain in place.

5.12 LAYOUT OF WORK

- A. Contractor shall plan and lay out the Work in advance of operations so as to coordinate all work without delay or revision.
- B. Contractor shall lay out the Work from Owner-established baselines and bench marks indicated on the Drawings, and shall be responsible for all field measurements in connection with the layout. Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to lay out any part of the Work. Contractor shall be responsible for executing the Work to the lines and grades that may be established. Contractor shall be responsible for maintaining or restoring all stakes and other marks established.

5.13 MATERIAL AND EQUIPMENT

- A. All equipment, material, and articles incorporated into the Work shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in the Contract Documents. References in the Specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard quality and shall not be construed as limiting competition. Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of A/E, is equal to that named in the specifications, unless otherwise specifically provided in the Contract Documents.
- B. Contractor shall do all cutting, fitting, or patching that may be required to make its several parts fit together properly, or receive or be received by work of others set forth in, or reasonably implied by, the Contract Documents. Contractor shall not endanger any work by cutting, excavating, or

otherwise altering the Work and shall not cut or alter the work of any other contractor unless approved in advance by Owner.

- C. Should any of the Work be found defective, or in any way not in accordance with the Contract Documents, this work, in whatever stage of completion, may be rejected by Owner.

5.14 AVAILABILITY AND USE OF UTILITY SERVICES

- A. Owner shall make all reasonable utilities available to Contractor from existing outlets and supplies, as specified in the Contract Documents. Unless otherwise provided in the Contract Documents, the utility service consumed shall be charged to or paid for by Contractor at prevailing rates charged to Owner or, where the utility is produced by Owner, at reasonable rates determined by Owner. Contractor will carefully conserve any utilities furnished.
- B. Contractor shall, at its expense and in a skillful manner satisfactory to Owner, install and maintain all necessary temporary connections and distribution lines, together with appropriate protective devices, and all meters required to measure the amount of each utility used for the purpose of determining charges. Prior to the date of Final Acceptance, Contractor shall remove all temporary connections, distribution lines, meters, and associated equipment and materials.

5.15 TESTS AND INSPECTION

- A. Contractor shall maintain an adequate testing and inspection program and perform such tests and inspections as are necessary or required to ensure that the Work conforms to the requirements of the Contract Documents. Contractor shall be responsible for inspection and quality surveillance of all its Work and all Work performed by any Subcontractor. Unless otherwise provided, Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. Contractor shall give Owner timely notice of when and where tests and inspections are to be made. Contractor shall maintain complete inspection records and make them available to Owner.

B. Owner may, at any reasonable time, conduct such inspections and tests as it deems necessary to ensure that the Work is in accordance with the Contract Documents. Owner shall promptly notify Contractor if an inspection or test reveals that the Work is not in accordance with the Contract Documents. Unless the subject items are expressly accepted by Owner, such Owner inspection and tests are for the sole benefit of Owner and do not:

1. Constitute or imply acceptance;
2. Relieve Contractor of responsibility for providing adequate quality control measures;
3. Relieve Contractor of responsibility for risk of loss or damage to the Work, materials, or equipment;
4. Relieve Contractor of its responsibility to comply with the requirements of the Contract Documents; or
5. Impair Owner's right to reject defective or nonconforming items, or to avail itself of any other remedy to which it may be entitled.

C. Neither observations by an inspector retained by Owner, the presence or absence of such inspector on the site, nor inspections, tests, or approvals by others, shall relieve Contractor from any requirement of the Contract Documents, nor is any such inspector authorized to change any term or condition of the Contract Documents.

D. Contractor shall promptly furnish, without additional charge, all facilities, labor, material and equipment reasonably needed for performing such safe and convenient inspections and tests as may be required by Owner. Owner may charge Contractor any additional cost of inspection or testing when Work is not ready at the time specified by Contractor for inspection or testing, or when prior rejection makes reinspection or retest necessary. Owner shall perform its inspections and tests in a manner that will cause no undue delay in the Work.

5.16 CORRECTION OF NONCONFORMING WORK

A. If a portion of the Work is covered contrary to the requirements in the Contract Documents, it must, if required in writing by Owner, be uncovered for Owner's observation and be replaced at the Contractor's expense and without change in the Contract Time.

B. If, at any time prior to Final Completion, Owner desires to examine the Work, or any portion of it, which has been covered, Owner may request to see such Work and it shall be uncovered by Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an adjustment in the Contract Sum for the costs of uncovering and replacement, and, if completion of the Work is thereby delayed, an adjustment in the Contract Time, provided it makes a request therefor as provided in part 7. If such Work is not in accordance with the Contract Documents, the Contractor shall pay the costs of examination and reconstruction.

C. Contractor shall promptly correct Work found by Owner not to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed, or completed. Contractor shall bear all costs of correcting such nonconforming Work, including additional testing and inspections.

D. If, within one year after the date of Substantial Completion of the Work or designated portion thereof, or within one year after the date for commencement of any system warranties established under section 6.08, or within the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, Contractor shall correct it promptly after receipt of written notice from Owner to do so. Owner shall give such notice promptly after discovery of the condition. This period of one year shall be extended, with respect to portions of Work first performed after Substantial Completion, by the period of time between Substantial Completion and the actual performance of the Work. Contractor's duty to correct with respect to Work repaired or replaced shall run for one year from the date of repair or replacement. Obligations under this paragraph shall survive Final Acceptance.

E. Contractor shall remove from the Project site portions of the Work which are not in accordance with the requirements of the Contract Documents and are neither corrected by Contractor nor accepted by Owner.

F. If Contractor fails to correct nonconforming Work within a reasonable time after written notice to do so, Owner may replace, correct, or remove the nonconforming Work and charge the cost thereof to the Contractor.

- G. Contractor shall bear the cost of correcting destroyed or damaged Work, whether completed or partially completed, caused by Contractor's correction or removal of Work which is not in accordance with the requirements of the Contract Documents.
- H. Nothing contained in this section shall be construed to establish a period of limitation with respect to other obligations which Contractor might have according to the Contract Documents. Establishment of the time period of one year as described in paragraph 5.16D relates only to the specific obligation of Contractor to correct the Work, and has no relationship to the time within which the Contractor's obligation to comply with the Contract Documents may be sought to be enforced, including the time within which such proceedings may be commenced.
- I. If Owner prefers to accept Work which is not in accordance with the requirements of the Contract Documents, Owner may do so instead of requiring its removal and correction, in which case the Contract Sum may be reduced as appropriate and equitable.

5.17 CLEAN UP

Contractor shall at all times keep the Project site, including hauling routes, infrastructures, utilities, and storage areas, free from accumulations of waste materials. Before completing the Work, Contractor shall remove from the premises its rubbish, tools, scaffolding, equipment, and materials. Upon completing the Work, Contractor shall leave the Project site in a clean, neat, and orderly condition satisfactory to Owner. If Contractor fails to clean up as provided herein, and after reasonable notice from Owner, Owner may do so and the cost thereof shall be charged to Contractor.

5.18 ACCESS TO WORK

Contractor shall provide Owner and A/E access to the Work in progress wherever located.

5.19 OTHER CONTRACTS

Owner may undertake or award other contracts for additional work at or near the Project site. Contractor shall reasonably cooperate with the other contractors and with Owner's employees and shall carefully adapt scheduling and perform the Work in accordance with these Contract Documents to reasonably accommodate the other work.

5.20 SUBCONTRACTORS AND SUPPLIERS

- A. Before submitting the first Application for Payment, Contractor shall furnish in writing to Owner the names, addresses, and telephone numbers of all Subcontractors, as well as suppliers providing materials in excess of \$2,500. Contractor shall utilize Subcontractors and suppliers which are experienced and qualified, and meet the requirements of the Contract Documents, if any. Contractor shall not utilize any Subcontractor or supplier to whom the Owner has a reasonable objection, and shall obtain Owner's written consent before making any substitutions or additions.
- B. All Subcontracts must be in writing. By appropriate written agreement, Contractor shall require each Subcontractor, so far as applicable to the Work to be performed by the Subcontractor, to be bound to Contractor by terms of the Contract Documents, and to assume toward Contractor all the obligations and responsibilities which Contractor assumes toward Owner in accordance with the Contract Documents. Each Subcontract shall preserve and protect the rights of Owner in accordance with the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights. Where appropriate, Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. However, nothing in this paragraph shall be construed to alter the contractual relations between Contractor and its Subcontractors with respect to insurance or bonds.
- C. Contractor shall schedule, supervise, and coordinate the operations of all Subcontractors. No Subcontracting of any of the Work shall relieve Contractor from its responsibility for the performance of the Work in accordance with the Contract Documents or any other obligations of the Contract Documents.
- D. Each subcontract agreement for a portion of the Work is hereby assigned by Contractor to Owner provided that:
 - 1. The assignment is effective only after termination by Owner for cause pursuant to section 9.01 and only for those Subcontracts which Owner accepts by notifying the Subcontractor in writing; and

2. After the assignment is effective, Owner will assume all future duties and obligations toward the Subcontractor which Contractor assumed in the Subcontract.
3. The assignment is subject to the prior rights of the surety, if any, obligated under any bond provided in accordance with the Contract Documents.

5.21 WARRANTY OF CONSTRUCTION

- A. In addition to any special warranties provided elsewhere in the Contract Documents, Contractor warrants that all Work conforms to the requirements of the Contract Documents and is free of any defect in equipment, material, or design furnished, or workmanship performed, by Contractor.
- B. With respect to all warranties, express or implied, for Work performed or materials furnished according to the Contract Documents, Contractor shall:
 1. Obtain all warranties that would be given in normal commercial practice;
 2. Require all warranties to be executed, in writing, for the benefit of Owner;
 3. Enforce all warranties for the benefit of Owner, if directed by Owner; and
 4. Be responsible to enforce any subcontractor's, manufacturer's, or supplier's warranty should they extend beyond the period specified in the Contract Documents.
- C. The obligations under this section shall survive Final Acceptance.

5.22 INDEMNIFICATION

- A. Contractor shall defend, indemnify, and hold Owner and A/E harmless from and against all claims, demands, losses, damages, or costs, including but not limited to damages arising out of bodily injury or death to persons and damage to property, caused by or resulting from:
 1. The sole negligence of Contractor or any of its Subcontractors;
 2. The concurrent negligence of Contractor, or any Subcontractor, but only to the extent of the

negligence of Contractor or such Subcontractor; and

3. The use of any design, process, or equipment which constitutes an infringement of any United States patent presently issued, or violates any other proprietary interest, including copyright, trademark, and trade secret.

- B. In any action against Owner and any other entity indemnified in accordance with this section, by any employee of Contractor, its Subcontractors, Sub-subcontractors, agents, or anyone directly or indirectly employed by any of them, the indemnification obligation of this section shall not be limited by a limit on the amount or type of damages, compensation, or benefits payable by or for Contractor or any Subcontractor under RCW Title 51, the Industrial Insurance Act, or any other employee benefit acts. In addition, Contractor waives immunity as to Owner and A/E only, in accordance with RCW Title 51.

PART 6 - PAYMENTS AND COMPLETION

6.01 CONTRACT SUM

Owner shall pay Contractor the Contract Sum for performance of the Work, in accordance with the Contract Documents. The Contract Sum shall include all taxes imposed by law and properly chargeable to the Project, including sales tax.

6.02 SCHEDULE OF VALUES

Before submitting its first Application for Payment, Contractor shall submit to Owner for approval a breakdown allocating the total Contract Sum to each principle category of work, in such detail as requested by Owner ("Schedule of Values"). The approved Schedule of Values shall include appropriate amounts for demobilization, record drawings, O&M manuals, and any other requirements for Project closeout, and shall be used by Owner as the basis for progress payments. Payment for Work shall be made only for and in accordance with those items included in the Schedule of Values.

6.03 APPLICATION FOR PAYMENT

- A. At monthly intervals, unless determined otherwise by Owner, Contractor shall submit to Owner an itemized Application for Payment for Work completed in accordance with the Contract Documents and the approved Schedule of Values. Each application shall be supported by such substantiating data as Owner may require.

- B. By submitting an Application for Payment, Contractor is certifying that all Subcontractors have been paid, less earned retainage in accordance with RCW 60.28.010, as their interests appeared in the last preceding certificate of payment. By submitting an Application for Payment, Contractor is recertifying that the representations set forth in section 1.03 are true and correct, to the best of Contractor's knowledge, as of the date of the Application for Payment.
 - C. At the time it submits an Application for Payment, Contractor shall analyze and reconcile, to the satisfaction of Owner, the actual progress of the Work with the Progress Schedule.
 - D. If authorized by Owner, the Application for Payment may include request for payment for material delivered to the Project site and suitably stored, or for completed preparatory work. Payment may similarly be requested for material stored off the Project site, provided Contractor complies with or furnishes satisfactory evidence of the following:
 - 1. The material will be placed in a warehouse that is structurally sound, dry, lighted and suitable for the materials to be stored;
 - 2. The warehouse is located within a 10-mile radius of the Project. Other locations may be utilized, if approved in writing, by Owner;
 - 3. Only materials for the Project are stored within the warehouse (or a secure portion of a warehouse set aside for the Project);
 - 4. Contractor furnishes Owner a certificate of insurance extending Contractor's insurance coverage for damage, fire, and theft to cover the full value of all materials stored, or in transit;
 - 5. The warehouse (or secure portion thereof) is continuously under lock and key, and only Contractor's authorized personnel shall have access;
 - 6. Owner shall at all times have the right of access in company of Contractor;
 - 7. Contractor and its surety assume total responsibility for the stored materials; and
 - 8. Contractor furnishes to Owner certified lists of materials stored, bills of lading, invoices, and other information as may be required, and shall also furnish notice to Owner when materials are moved from storage to the Project site.
- 6.04 PROGRESS PAYMENTS
- A. Owner shall make progress payments, in such amounts as Owner determines are properly due, within 30 days after receipt of a properly executed Application for Payment. Owner shall notify Contractor in accordance with RCW 39.76 if the Application for Payment does not comply with the requirements of the Contract Documents.
 - B. Owner shall retain 5% of the amount of each progress payment until 45 days after Final Acceptance and receipt of all documents required by law or the Contract Documents, including, at Owner's request, consent of surety to release of the retainage. In accordance with RCW 60.28, Contractor may request that monies reserved be retained in a fund by Owner, deposited by Owner in a bank or savings and loan, or placed in escrow with a bank or trust company to be converted into bonds and securities to be held in escrow with interest to be paid to Contractor. Owner may permit Contractor to provide an appropriate bond in lieu of the retained funds.
 - C. Title to all Work and materials covered by a progress payment shall pass to Owner at the time of such payment free and clear of all liens, claims, security interests, and encumbrances. Passage of title shall not, however, relieve Contractor from any of its duties and responsibilities for the Work or materials, or waive any rights of Owner to insist on full compliance by Contractor with the Contract Documents.
 - D. Payments due and unpaid in accordance with the Contract Documents shall bear interest as specified in RCW 39.76.
- 6.05 PAYMENTS WITHHELD
- A. Owner may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any payment to such extent as may be necessary to protect Owner from loss or damage for reasons including but not limited to:

1. Work not in accordance with the Contract Documents;
2. Reasonable evidence that the Work required by the Contract Documents cannot be completed for the unpaid balance of the Contract Sum;
3. Work by Owner to correct defective Work or complete the Work in accordance with section 5.17;
4. Failure to perform in accordance with the Contract Documents; or
5. Cost or liability that may occur to Owner as the result of Contractor's fault or negligent acts or omissions.

B. In any case where part or all of a payment is going to be withheld for unsatisfactory performance, Owner shall notify Contractor in accordance with RCW 39.76.

6.06 RETAINAGE AND BOND CLAIM RIGHTS

RCW chapters 39.08 and 60.28, concerning the rights and responsibilities of Contractor and Owner with regard to the performance and payment bonds and retainage, are made a part of the Contract Documents by reference as though fully set forth herein.

6.07 SUBSTANTIAL COMPLETION

Substantial Completion is the stage in the progress of the Work (or portion thereof designated and approved by Owner) when the construction is sufficiently complete, in accordance with the Contract Documents, so Owner can fully occupy the Work (or the designated portion thereof) for the use for which it is intended. All Work other than incidental corrective or punch list work shall be completed. Substantial Completion shall not have been achieved if all systems and parts are not functional, if all utilities are not connected and operating normally, if all required occupancy permits have not been issued, or if the Work is not accessible by normal vehicular and pedestrian traffic routes. The date Substantial Completion is achieved shall be established in writing by Owner. Contractor may request an early date of Substantial Completion which must be approved by Change Order. Owner's occupancy of the Work or designated portion thereof does not necessarily indicate that Substantial Completion has been achieved.

6.08 PRIOR OCCUPANCY

- A. Owner may, upon written notice thereof to Contractor, take possession of or use any completed or partially completed portion of the Work ("Prior Occupancy") at any time prior to Substantial Completion. Unless otherwise agreed in writing, Prior Occupancy shall not: be deemed an acceptance of any portion of the Work; accelerate the time for any payment to Contractor; prejudice any rights of Owner provided by any insurance, bond, guaranty, or the Contract Documents; relieve Contractor of the risk of loss or any of the obligations established by the Contract Documents; establish a date for termination or partial termination of the assessment of liquidated damages; or constitute a waiver of claims.
- B. Notwithstanding anything in the preceding paragraph, Owner shall be responsible for loss of or damage to the Work resulting from Prior Occupancy. Contractor's one year duty to repair and any system warranties shall begin on building systems activated and used by Owner as agreed in writing by Owner and Contractor.

6.09 FINAL COMPLETION, ACCEPTANCE, AND PAYMENT

- A. Final Completion shall be achieved when the Work is fully and finally complete in accordance with the Contract Documents. The date Final Completion is achieved shall be established by Owner in writing.
- B. Final Acceptance is the formal action of Owner acknowledging Final Completion. Prior to Final Acceptance, Contractor shall, in addition to all other requirements in the Contract Documents, submit to Owner a written notice of any outstanding disputes or claims between Contractor and any of its Subcontractors, including the amounts and other details thereof. Neither Final Acceptance, nor final payment, shall release Contractor or its sureties from any obligations of these Contract Documents or the Public Works Bond, or constitute a waiver of any claims by Owner arising from Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Acceptance of final payment by Contractor, or any Subcontractor, shall constitute a waiver and release to Owner of all claims by Contractor, or any such Subcontractor, for an increase in the Contract Sum or the Contract Time, and for every act or omission of Owner relating to or arising out of the Work, except for those Claims made in

accordance with the procedures, including the time limits, set forth in part 8.

PART 7 - CHANGES

7.01 CHANGE IN THE WORK

- A. Owner may, at any time and without notice to Contractor's surety, order additions, deletions, revisions, or other changes in the Work. These changes in the Work shall be incorporated into the Contract Documents through the execution of Change Orders. If any change in the Work ordered by Owner causes an increase or decrease in the Contract Sum or the Contract Time, an equitable adjustment shall be made as provided in section 7.02 or 7.03, respectively, and such adjustment(s) shall be incorporated into a Change Order.
- B. If Owner desires to order a change in the Work, it may request a written Change Order proposal from Contractor. Contractor shall submit a Change Order proposal within 14 days of the request from Owner, or within such other period as mutually agreed. Contractor's Change Order proposal shall be full compensation for implementing the proposed change in the Work, including any adjustment in the Contract Sum or Contract Time, and including compensation for all delays in connection with such change in the Work and for any expense or inconvenience, disruption of schedule, or loss of efficiency or productivity occasioned by the change in the Work.
- C. Upon receipt of the Change Order proposal, or a request for equitable adjustment in the Contract Sum or Contract Time, or both, as provided in sections 7.02 and 7.03, Owner may accept or reject the proposal, request further documentation, or negotiate acceptable terms with Contractor. Pending agreement on the terms of the Change Order, Owner may direct Contractor to proceed immediately with the Change Order Work. Contractor shall not proceed with any change in the Work until it has obtained Owner's approval. All Work done pursuant to any Owner-directed change in the Work shall be executed in accordance with the Contract Documents.
- D. If Owner and Contractor reach agreement on the terms of any change in the Work, including any adjustment in the Contract Sum or Contract Time, such agreement shall be incorporated in a

Change Order. The Change Order shall constitute full payment and final settlement of all claims for time and for direct, indirect, and consequential

costs, including costs of delays, inconvenience, disruption of schedule, or loss of efficiency or productivity, related to any Work either covered or affected by the Change Order, or related to the events giving rise to the request for equitable adjustment.

- E. If Owner and Contractor are unable to reach agreement on the terms of any change in the Work, including any adjustment in the Contract Sum or Contract Time, Contractor may at any time in writing, request a final offer from Owner. Owner shall provide Contractor with its written response within 30 days of Contractor's request. Owner may also provide Contractor with a final offer at any time. If Contractor rejects Owner's final offer, or the parties are otherwise unable to reach agreement, Contractor's only remedy shall be to file a Claim as provided in part 8.

7.02 CHANGE IN THE CONTRACT SUM

- A. General Application
 - 1. The Contract Sum shall only be changed by a Change Order. Contractor shall include any request for a change in the Contract Sum in its Change Order proposal.
 - 2. If the cost of Contractor's performance is changed due to the fault or negligence of Owner, or anyone for whose acts Owner is responsible, Contractor shall be entitled to make a request for an equitable adjustment in the Contract Sum in accordance with the following procedure. No change in the Contract Sum shall be allowed to the extent: Contractor's changed cost of performance is due to the fault or negligence of Contractor, or anyone for whose acts Contractor is responsible; the change is concurrently caused by Contractor and Owner; or the change is caused by an act of Force Majeure as defined in Section 3.05.
 - a. A request for an equitable adjustment in the Contract Sum shall be based on written notice delivered to Owner within 7 days of the occurrence of the event giving rise to the request. For purposes of this part, "occurrence" means when Contractor knew, or in its diligent prosecution of the Work should have known, of the event giving rise to the request. If Contractor believes it is entitled to an adjustment in the Contract Sum, Contractor shall immediately notify

Owner and begin to keep and maintain complete, accurate, and specific daily records. Contractor shall give Owner access to any such records and, if requested shall promptly furnish copies of such records to Owner.

- b. Contractor shall not be entitled to any adjustment in the Contract Sum for any occurrence of events or costs that occurred more than 7 days before Contractor's written notice to Owner. The written notice shall set forth, at a minimum, a description of: the event giving rise to the request for an equitable adjustment in the Contract Sum; the nature of the impacts to Contractor and its Subcontractors of any tier, if any; and to the extent possible the amount of the adjustment in Contract Sum requested. Failure to properly give such written notice shall, to the extent Owner's interests are prejudiced, constitute a waiver of Contractor's right to an equitable adjustment.
- c. Within 30 days of the occurrence of the event giving rise to the request, unless Owner agrees in writing to allow an additional period of time to ascertain more accurate data, Contractor shall supplement the written notice provided in accordance with subparagraph a. above with additional supporting data. Such additional data shall include, at a minimum: the amount of compensation requested, itemized in accordance with the procedure set forth herein; specific facts, circumstances, and analysis that confirms not only that Contractor suffered the damages claimed, but that the damages claimed were actually a result of the act, event, or condition complained of and that the Contract Documents provide entitlement to an equitable adjustment to Contractor for such act, event, or condition; and documentation sufficiently detailed to permit an informed analysis of the request by Owner. When the request for compensation relates to a delay, or other change in Contract Time, Contractor shall demonstrate the impact on the critical path, in accordance with section 7.03C. Failure to provide such additional information and documentation within the time allowed

or within the format required shall, to the extent Owner's interests are-prejudiced, constitute a waiver of Contractor's right to an equitable adjustment.

- d. Pending final resolution of any request made in accordance with this paragraph, unless otherwise agreed in writing, Contractor shall proceed diligently with performance of the Work.
 - e. Any requests by Contractor for an equitable adjustment in the Contract Sum and in the Contract Time that arise out of the same event(s) shall be submitted together.
- 3. The value of any Work covered by a Change Order, or of any request for an equitable adjustment in the Contract Sum, shall be determined by one of the following methods:
 - a. On the basis of a fixed price as determined in paragraph 7.02B.
 - b. By application of unit prices to the quantities of the items involved as determined in paragraph 7.02C.
 - c. On the basis of time and material as determined in paragraph 7.02D.
 - 4. When Owner has requested Contractor to submit a Change Order proposal, Owner may direct Contractor as to which method in subparagraph 3. above to use when submitting its proposal. Otherwise, Contractor shall determine the value of the Work, or of a request for an equitable adjustment, on the basis of the fixed price method.

B. Change Order Pricing -- Fixed Price

When the fixed price method is used to determine the value of any Work covered by a Change Order, or of a request for an equitable adjustment in the Contract Sum, the following procedures shall apply:

- 1. Contractor's Change Order proposal, or request for adjustment in the Contract Sum, shall be accompanied by a complete itemization of the costs, including labor, material, subcontractor costs, and overhead and profit. The costs shall be itemized in the manner set forth below, and

shall be submitted on breakdown sheets in a form approved by Owner.

2. All costs shall be calculated based upon appropriate industry standard methods of calculating labor, material quantities, and equipment costs.
3. If any of Contractor's pricing assumptions are contingent upon anticipated actions of Owner, Contractor shall clearly state them in the proposal or request for an equitable adjustment.
4. The cost of any additive or deductive changes in the Work shall be calculated as set forth below, except that overhead and profit shall not be included on deductive changes in the Work. Where a change in the Work involves additive and deductive work by the same Contractor or Subcontractor, small tools, overhead, profit, bond and insurance markups will apply to the net difference.
5. If the total cost of the change in the Work or request for equitable adjustment does not exceed \$1,000, Contractor shall not be required to submit a breakdown if the description of the change in the Work or request for equitable adjustment is sufficiently definitive for Owner to determine fair value.
6. If the total cost of the change in the Work or request for equitable adjustment is between \$1,000 and \$2,500, Contractor may submit a breakdown in the following level of detail if the description of the change in the Work or if the request for equitable adjustment is sufficiently definitive to permit the Owner to determine fair value:
 - a. lump sum labor;
 - b. lump sum material;
 - c. lump sum equipment usage;
 - d. overhead and profit as set forth below;
and
 - e. insurance and bond costs as set forth below.
7. Any request for adjustment of Contract Sum based upon the fixed price method shall include only the following items:

- a. Craft labor costs: These are the labor costs determined by multiplying the estimated or actual additional number of craft hours needed to perform the change in the Work by the hourly labor costs. Craft hours should cover direct labor, as well as indirect labor due to trade inefficiencies. The hourly costs shall be based on the following:

- (1) Basic wages and benefits: Hourly rates and benefits as stated on the Department of Labor and Industries approved "statement of intent to pay prevailing wages." Direct supervision shall be a reasonable percentage not to exceed 15% of the cost of direct labor. No supervision markup shall be allowed for a working supervisor's hours.
- (2) Worker's insurance: Direct contributions to the state of Washington for industrial insurance; medical aid; and supplemental pension, by the class and rates established by the Department of Labor and Industries.
- (3) Federal insurance: Direct contributions required by the Federal Insurance Compensation Act; Federal Unemployment Tax Act; and the State Unemployment Compensation Act.
- (4) Travel allowance: Travel allowance and/or subsistence, if applicable, not exceeding those allowances established by regional labor union agreements, which are itemized and identified separately.
- (5) Safety: Cost incurred due to the Washington Industrial Safety and Health Act, which shall be a reasonable percentage not to exceed 2% of the sum of the amounts calculated in (1), (2), and (3) above.

b. Material costs: This is an itemization of the quantity and cost of materials needed to perform the change in the Work. Material costs shall be developed first from actual known costs, second from supplier quotations or if these are not available, from standard industry pricing guides. Material costs shall consider all available discounts. Freight costs, express charges, or special delivery charges, shall be itemized.

c. Equipment costs: This is an itemization of the type of equipment and the estimated or actual length of time the construction equipment appropriate for the Work is or will be used on the change in the Work. Costs will be allowed for construction equipment only if used solely for the changed Work, or for additional rental costs actually incurred by the Contractor. Equipment charges shall be computed on the basis of actual invoice costs or if owned, from the current edition of one of the following sources:

- (1) Associated General Contractors - Washington State Department of Transportation (AGC WSDOT) Equipment Rental Agreement; 1987 edition.
- (2) The state of Washington Utilities and Transportation Commission for trucks used on highways.
- (3) The National Electrical Contractors Association for equipment used on electrical work.
- (4) The Mechanical Contractors Association of America for equipment used on mechanical work.

The Data Quest Rental Rate (Blue Book) shall be used as a basis for establishing rental rates of equipment not listed in the above sources. The maximum rate for standby equipment shall not exceed that shown in the AGC WSDOT Equipment Rental Agreement, 1987 edition.

d. Allowance for small tools, expendables & consumable supplies: Small tools consist of tools which cost \$250 or less and are

normally furnished by the performing contractor. The maximum rate for small tools shall not exceed the following:

- (1) For Contractor, 3% of direct labor costs.
- (2) For Subcontractors, 5% of direct labor costs.

Expendables and consumable supplies directly associated with the change in Work must be itemized.

e. Subcontractor costs: This is defined as payments Contractor makes to Subcontractors for changed Work performed by Subcontractors of any tier. The Subcontractors' cost of Work shall be calculated and itemized in the same manner as prescribed herein for Contractor.

f. Allowance for overhead: This is defined as costs of any kind attributable to direct and indirect delay, acceleration, or impact, added to the total cost to Owner of any change in the Contract Sum but not to the cost of any change in the Contract Time for which contractor has been compensated pursuant to the conditions set forth in Section 7.03. This allowance shall compensate Contractor for all noncraft labor, temporary construction facilities, field engineering, schedule updating, as-built drawings, home office cost, B&O taxes, office engineering, estimating costs, additional overhead because of extended time, and any other cost incidental to the change in the Work. It shall be strictly limited in all cases to a reasonable amount, mutually acceptable, or if none can be agreed upon to an amount not to exceed the rates below:

(1). **For projects where the Contract Award Amount is under \$3 million, the following shall apply:**

- (a) For Contractor, for any Work actually performed by Contractor's own forces, 16% of the first \$50,000 of the cost, and 4% of the remaining cost, if any.
- (b) For each Subcontractor (including lower tier subcontractors), for any Work actually performed by its own

forces, 16% of the first \$50,000 of the cost, and 4% of the remaining cost, if any.

(c) For Contractor, for any work performed by its Subcontractor(s), 6% of the first \$50,000 of the amount due each Subcontractor, and 4% of the remaining amount if any.

(d) For each Subcontractor, for any Work performed by its Subcontractor(s) of any lower tier, 4% of the first \$50,000 of the amount due the sub-Subcontractor, and 2% of the remaining amount if any.

(e) The cost to which overhead is to be applied shall be determined in accordance with subparagraphs a.-e. above.

(2). For projects where the Contract Award Amount is equal to or exceeds \$3 million, the following shall apply:

(a) For Contractor, for any Work actually performed by Contractor's own forces, 12% of the first \$50,000 of the cost, and 4% of the remaining cost, if any.

(b) For each Subcontractor (including lower tier subcontractors), for any Work actually performed by its own forces, 12% of the first \$50,000 of the cost, and 4% of the remaining cost, if any.

(c) For Contractor, for any Work performed by its Subcontractor(s), 4% of the first \$50,000 of the amount due each Subcontractor, and 2% of the remaining amount if any.

(d) For each Subcontractor, for any Work performed by its Subcontractor(s) of any lower tier, 4% of the first \$50,000 of the amount due the sub-Subcontractor, and 2% of the remaining amount if any.

(e) The cost to which overhead is to be applied shall be determined in accordance with subparagraphs a.- e. above.

g. Allowance for profit: This is an amount to be added to the cost of any change in contract sum, but not to the cost of change in Contract Time for which contractor has been compensated pursuant to the conditions set forth in section 7.03. It shall be limited to a reasonable amount, mutually acceptable, or if none can be agreed upon, to an amount not to exceed the rates below:

(1) For Contractor or Subcontractor of any tier for work performed by their forces, 6% of the cost developed in accordance with 7.02 b. 7a.- e. above.

(2) For Contractor or Subcontractor of any tier for work performed by a subcontractor of a lower tier, 4% of the Subcontractor cost developed in accordance with 7.02 b. 7a. - h.

h. Cost of change in insurance or bond premium: This is defined as:

(1) Contractor's liability insurance: The cost of any changes in Contractor's liability insurance arising directly from execution of the Change Order; and

(2) Public works bond: The cost of the additional premium for Contractor's bond arising directly from the changed Work.

The costs of any change in insurance or bond premium shall be added after overhead and allowance for profit are calculated in accordance with subparagraph f. and g. above.

C. Change Order Pricing -- Unit Prices

1. Whenever Owner authorizes Contractor to perform Work on a unit-price basis, Owner's authorization shall clearly state:

a. Scope of work to be performed;

- b. Type of reimbursement including pre-agreed rates for material quantities; and
- c. Cost limit of reimbursement.

2. Contractor shall:

- a. Cooperate with Owner and assist in monitoring the Work being performed. As requested by Owner, Contractor shall identify workers assigned to the Change Order Work and areas in which they are working;
- b. Leave access as appropriate for quantity measurement; and
- c. Not exceed any cost limit(s) without Owner's prior written approval.

3. Contractor shall submit costs in accordance with paragraph 7.02B. and satisfy the following requirements:

- a. Unit prices shall include reimbursement for all direct and indirect costs of the Work, including overhead and profit, and bond and insurance costs; and
- b. Quantities must be supported by field measurement statements signed by Owner.

D. Change Order Pricing -- Time-and-Material Prices

1. Whenever Owner authorizes Contractor to perform Work on a time-and-material basis, Owner's authorization shall clearly state:

- a. Scope of Work to be performed;
- b. Type of reimbursement including pre-agreed rates, if any, for material quantities or labor; and
- c. Cost limit of reimbursement.

2. Contractor shall:

- a. Cooperate with Owner and assist in monitoring the Work being performed. As requested by Owner, identify workers assigned to the Change Order Work and areas in which they are working;
- b. Identify on daily time sheets all labor performed in accordance with this

authorization. Submit copies of daily time sheets within 2 working days for Owner's review;

- c. Leave access as appropriate for quantity measurement;
- d. Perform all Work in accordance with this section as efficiently as possible; and
- e. Not exceed any cost limit(s) without Owner's prior written approval.

3. Contractor shall submit costs in accordance with paragraph 7.02B and additional verification supported by:

- a. Labor detailed on daily time sheets; and
- b. Invoices for material.

7.03 CHANGE IN THE CONTRACT TIME

A. The Contract Time shall only be changed by a Change Order. Contractor shall include any request for a change in the Contract Time in its Change Order proposal.

B. If the time of Contractor's performance is changed due to an act of Force Majeure, or due to the fault or negligence of Owner or anyone for whose acts Owner is responsible, Contractor shall be entitled to make a request for an equitable adjustment in the Contract Time in accordance with the following procedure. No adjustment in the Contract Time shall be allowed to the extent Contractor's changed time of performance is due to the fault or negligence of Contractor, or anyone for whose acts Contractor is responsible.

1. A request for an equitable adjustment in the Contract Time shall be based on written notice delivered within 7 days of the occurrence of the event giving rise to the request. If Contractor believes it is entitled to adjustment of Contract Time, Contractor shall immediately notify Owner and begin to keep and maintain complete, accurate, and specific daily records. Contractor shall give Owner access to any such record and if requested, shall promptly furnish copies of such record to Owner.

2. Contractor shall not be entitled to an adjustment in the Contract Time for any events that occurred more than 7 days before

Contractor's written notice to Owner. The written notice shall set forth, at a minimum, a description of: the event giving rise to the request for an equitable adjustment in the Contract Time; the nature of the impacts to Contractor and its Subcontractors of any tier, if any; and to the extent possible the amount of the adjustment in Contract Time requested. Failure to properly give such written notice shall, to the extent Owner's interests are prejudiced, constitute a waiver of Contractor's right to an equitable adjustment.

3. Within 30 days of the occurrence of the event giving rise to the request, unless Owner agrees in writing to allow an additional period of time to ascertain more accurate data, Contractor shall supplement the written notice provided in accordance with subparagraph 7.03B.2 with additional supporting data. Such additional data shall include, at a minimum: the amount of delay claimed, itemized in accordance with the procedure set forth herein; specific facts, circumstances, and analysis that confirms not only that Contractor suffered the delay claimed, but that the delay claimed was actually a result of the act, event, or condition complained of, and that the Contract Documents provide entitlement to an equitable adjustment in Contract Time for such act, event, or condition; and supporting documentation sufficiently detailed to permit an informed analysis of the request by Owner. Failure to provide such additional information and documentation within the time allowed or within the format required shall, to the extent Owner's interests are prejudiced, constitute a waiver of Contractor's right to an equitable adjustment.
4. Pending final resolution of any request in accordance with this paragraph, unless otherwise agreed in writing, Contractor shall proceed diligently with performance of the Work.

- C. Any change in the Contract Time covered by a Change Order, or based on a request for an equitable adjustment in the Contract Time, shall be limited to the change in the critical path of Contractor's schedule attributable to the change of Work or event(s) giving rise to the request for equitable adjustment. Any Change Order proposal or request for an adjustment in the Contract Time shall demonstrate the impact on the critical path of the schedule. Contractor shall be responsible for showing clearly on the Progress Schedule that the

change or event: had a specific impact on the critical path, and except in case of concurrent delay, was the sole cause of such impact; and could not have been avoided by resequencing of the Work or other reasonable alternatives.

- D. Contractor may request compensation for the cost of a change in Contract Time in accordance with this paragraph, 7.03D, subject to the following conditions:
1. The change in Contract Time shall solely be caused by the fault or negligence of Owner or A/E;
 2. Compensation under this paragraph is limited to changes in Contract Time for which Contractor is not entitled to be compensated under section 7.02;
 3. Contractor shall follow the procedure set forth in paragraph 7.03B;
 4. Contractor shall establish the extent of the change in Contract Time in accordance with paragraph 7.03C; and
 5. The daily cost of any change in Contract Time shall be limited to the items below, less funds that may have been paid pursuant to a change in the Contract Sum that contributed to this change in Contract Time:
 - a. cost of nonproductive field supervision or labor extended because of the delay;
 - b. cost of weekly meetings or similar indirect activities extended because of the delay;
 - c. cost of temporary facilities or equipment rental extended because of the delay;
 - d. cost of insurance extended because of the delay;
 - e. general and administrative overhead in an amount to be agreed upon, but not to exceed 3% of Contract Sum divided by the Contract Time for each day of the delay.

PART 8 - CLAIMS AND DISPUTE RESOLUTION

8.01 CLAIMS PROCEDURE

- A. If the parties fail to reach agreement on the terms of any Change Order for Owner-directed Work as

provided in section 7.01, or on the resolution of any request for an equitable adjustment in the Contract Sum as provided in section 7.02 or the Contract Time as provided in section 7.03, Contractor's only remedy shall be to file a Claim with Owner as provided in this section.

- B. Contractor shall file its Claim within the earlier of: 120 days from Owner's final offer in accordance with either paragraph 7.01E or the date of Final Acceptance.
- C. The Claim shall be deemed to cover all changes in cost and time (including direct, indirect, impact, and consequential) to which Contractor may be entitled. It shall be fully substantiated and documented. At a minimum, the Claim shall contain the following information:
1. A detailed factual statement of the Claim for additional compensation and time, if any, providing all necessary dates, locations, and items of Work affected by the Claim;
 2. The date on which facts arose which gave rise to the Claim
 3. The name of each employee of Owner or A/E knowledgeable about the Claim;
 4. The specific provisions of the Contract Documents which support the Claim;
 5. The identification of any documents and the substance of any oral communications that support the Claim;
 6. Copies of any identified documents, other than the Contract Documents, that support the Claim;
 7. If an adjustment in the Contract Time is sought: the specific days and dates for which it is sought; the specific reasons Contractor believes an extension in the Contract Time should be granted; and Contractor's analysis of its Progress Schedule to demonstrate the reason for the extension in Contract Time;
 8. If an adjustment in the Contract Sum is sought, the exact amount sought and a breakdown of that amount into the categories set forth in, and in the detail required by, section 7.02; and
 9. A statement certifying, under penalty of perjury, that the Claim is made in good faith, that the supporting cost and pricing data are

true and accurate to the best of Contractor's knowledge and belief, that the Claim is fully supported by the accompanying data, and that the amount requested accurately reflects the adjustment in the Contract Sum or Contract Time for which Contractor believes Owner is liable.

- D. After Contractor has submitted a fully documented Claim that complies with all applicable provisions of parts 7 and 8, Owner shall respond, in writing, to Contractor as follows:
1. If the Claim amount is less than \$50,000, with a decision within 60 days from the date the Claim is received; or
 2. If the Claim amount is \$50,000 or more, with a decision within 60 days from the date the Claim is received, or with notice to Contractor of the date by which it will render its decision. Owner will then respond with a written decision in such additional time.
- E. To assist in the review of Contractor's Claim, Owner may visit the Project site, or request additional information, in order to fully evaluate the issues raised by the Claim. Contractor shall proceed with performance of the Work pending final resolution of any Claim. Owner's written decision as set forth above shall be final and conclusive as to all matters set forth in the Claim, unless Contractor follows the procedure set forth in section 8.02.
- F. Any Claim of the Contractor against the Owner for damages, additional compensation, or additional time, shall be conclusively deemed to have been waived by the Contractor unless timely made in accordance with the requirements of this section.

8.02 ARBITRATION

- A. If Contractor disagrees with Owner's decision rendered in accordance with paragraph 8.01D, Contractor shall provide Owner with a written demand for arbitration. No demand for arbitration of any such Claim shall be made later than 30 days after the date of Owner's decision on such Claim; failure to demand arbitration within said 30 day period shall result in Owner's decision being final and binding upon Contractor and its Subcontractors.
- B. Notice of the demand for arbitration shall be filed with the American Arbitration Association (AAA), with a copy provided to Owner. The parties shall

negotiate or mediate under the Voluntary Construction Mediation Rules of the AAA, or mutually acceptable service, before seeking arbitration in accordance with the Construction Industry Arbitration Rules of AAA as follows:

1. Disputes involving \$30,000 or less shall be conducted in accordance with the Northwest Region Expedited Commercial Arbitration Rules; or
2. Disputes over \$30,000 shall be conducted in accordance with the Construction Industry Arbitration Rules of the AAA, unless the parties agree to use the expedited rules.

- C. All Claims arising out of the Work shall be resolved by arbitration. The judgment upon the arbitration award may be entered, or review of the award may occur, in the superior court having jurisdiction thereof. No independent legal action relating to or arising from the Work shall be maintained.
- D. Claims between Owner and Contractor, Contractor and its Subcontractors, Contractor and A/E, and Owner and A/E shall, upon demand by Owner, be submitted in the same arbitration or mediation.
- E. If the parties resolve the Claim prior to arbitration judgment, the terms of the resolution shall be incorporated in a Change Order. The Change Order shall constitute full payment and final settlement of the Claim, including all claims for time and for direct, indirect, or consequential costs, including costs of delays, inconvenience, disruption of schedule, or loss of efficiency or productivity.

8.03 CLAIMS AUDITS

- A. All Claims filed against Owner shall be subject to audit at any time following the filing of the Claim. Failure of Contractor, or Subcontractors of any tier, to maintain and retain sufficient records to allow Owner to verify all or a portion of the Claim or to permit Owner access to the books and records of Contractor, or Subcontractors of any tier, shall constitute a waiver of the Claim and shall bar any recovery.
- B. In support of Owner audit of any Claim, Contractor shall, upon request, promptly make available to Owner the following documents:
1. Daily time sheets and supervisor's daily reports;

2. Collective bargaining agreements;
3. Insurance, welfare, and benefits records;
4. Payroll registers;
5. Earnings records;
6. Payroll tax forms;
7. Material invoices, requisitions, and delivery confirmations;
8. Material cost distribution worksheet;
9. Equipment records (list of company equipment, rates, etc.);
10. Vendors', rental agencies', Subcontractors', and agents' invoices;
11. Contracts between Contractor and each of its Subcontractors, and all lower-tier Subcontractor contracts and supplier contracts;
12. Subcontractors' and agents' payment certificates;
13. Cancelled checks (payroll and vendors);
14. Job cost report, including monthly totals;
15. Job payroll ledger;
16. Planned resource loading schedules and summaries;
17. General ledger;
18. Cash disbursements journal;
19. Financial statements for all years reflecting the operations on the Work. In addition, the Owner may require, if it deems it appropriate, additional financial statements for 3 years preceding execution of the Work;
20. Depreciation records on all company equipment whether these records are maintained by the company involved, its accountant, or others;
21. If a source other than depreciation records is used to develop costs for Contractor's internal purposes in establishing the actual cost of owning and operating equipment, all such other source documents;

22. All nonprivileged documents which relate to each and every Claim together with all documents which support the amount of any adjustment in Contract Sum or Contract Time sought by each Claim;
23. Work sheets or software used to prepare the Claim establishing the cost components for items of the Claim including but not limited to labor, benefits and insurance, materials, equipment, Subcontractors, all documents which establish the time periods, individuals involved, the hours for the individuals, and the rates for the individuals; and
24. Work sheets, software, and all other documents used by Contractor to prepare its bid.

C. The audit may be performed by employees of Owner or a representative of Owner. Contractor, and its Subcontractors, shall provide adequate facilities acceptable to Owner, for the audit during normal business hours. Contractor, and all Subcontractors, shall make a good faith effort to cooperate with Owner's auditors.

PART 9 - TERMINATION OF THE WORK

9.01 TERMINATION BY OWNER FOR CAUSE

- A. Owner may, upon 7 days written notice to Contractor and to its surety, terminate (without prejudice to any right or remedy of Owner) the Work, or any part of it, for cause upon the occurrence of any one or more of the following events:
1. Contractor fails to prosecute the Work or any portion thereof with sufficient diligence to ensure Substantial Completion of the Work within the Contract Time;
 2. Contractor is adjudged bankrupt, makes a general assignment for the benefit of its creditors, or a receiver is appointed on account of its insolvency;
 3. Contractor fails in a material way to replace or correct Work not in conformance with the Contract Documents;
 4. Contractor repeatedly fails to supply skilled workers or proper materials or equipment;

5. Contractor repeatedly fails to make prompt payment due to Subcontractors or for labor;
6. Contractor materially disregards or fails to comply with laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction; or
7. Contractor is otherwise in material breach of any provision of the Contract Documents.

B. Upon termination, Owner may at its option:

1. Take possession of the Project site and take possession of or use all materials, equipment, tools, and construction equipment and machinery thereon owned by Contractor to maintain the orderly progress of, and to finish, the Work;
2. Accept assignment of subcontracts pursuant to section 5.21; and
3. Finish the Work by whatever other reasonable method it deems expedient.

C. Owner's rights and duties upon termination are subject to the prior rights and duties of the surety, if any, obligated under any bond provided in accordance with the Contract Documents.

D. When Owner terminates the Work in accordance with this section, Contractor shall take the actions set forth in paragraph 9.02B, and shall not be entitled to receive further payment until the Work is accepted.

E. If the unpaid balance of the Contract Sum exceeds the cost of finishing the Work, including compensation for A/E's services and expenses made necessary thereby and any other extra costs or damages incurred by Owner in completing the Work, or as a result of Contractor's actions, such excess shall be paid to Contractor. If such costs exceed the unpaid balance, Contractor shall pay the difference to Owner. These obligations for payment shall survive termination.

F. Termination of the Work in accordance with this section shall not relieve Contractor or its surety of any responsibilities for Work performed.

G. If Owner terminates Contractor for cause, and it is later determined that none of the circumstances set forth in paragraph 9.01A exist, then such termination shall be deemed a termination for convenience pursuant to section 9.02.

9.02 TERMINATION BY OWNER FOR CONVENIENCE

- A. Owner may, upon written notice, terminate (without prejudice to any right or remedy of Owner) the Work, or any part of it, for the convenience of Owner.
- B. Unless Owner directs otherwise, after receipt of a written notice of termination for either cause or convenience, Contractor shall promptly:
 - 1. Stop performing Work on the date and as specified in the notice of termination;
 - 2. Place no further orders or subcontracts for materials, equipment, services or facilities,

except as may be necessary for completion of such portion of the Work as is not terminated;
 - 3. Cancel all orders and subcontracts, upon terms acceptable to Owner, to the extent that they relate to the performance of Work terminated;
 - 4. Assign to Owner all of the right, title, and interest of Contractor in all orders and subcontracts;
 - 5. Take such action as may be necessary or as directed by Owner to preserve and protect the Work, Project site, and any other property related to this Project in the possession of Contractor in which Owner has an interest; and
 - 6. Continue performance only to the extent not terminated.
- C. If Owner terminates the Work or any portion thereof for convenience, Contractor shall be entitled to make a request for an equitable adjustment for its reasonable direct costs incurred prior to the effective date of the termination, plus a reasonable allowance for overhead and profit on Work performed prior to termination, plus the reasonable administrative costs of the termination, but shall not be entitled to any other costs or damages, whatsoever, provided however, the total sum payable upon termination shall not exceed the Contract Sum reduced by prior payments. Contractor shall be required to make its request in accordance with the provisions of part 7.

- D. If Owner terminates the Work or any portion thereof for convenience, the Contract Time shall be adjusted as determined by Owner.

PART 10 - MISCELLANEOUS PROVISIONS

10.01 GOVERNING LAW

The Contract Documents and the rights of the parties herein shall be governed by the laws of the state of Washington. Venue shall be in the county in which Owner's principal place of business is located, unless otherwise specified.

10.02 SUCCESSORS AND ASSIGNS

Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to the other party hereto and to partners, successors, assigns, and legal representatives of such other party in respect to covenants, agreements, and obligations contained in the Contract Documents. Neither party shall assign the Work without written consent of the other, except that Contractor may assign the Work for security purposes, to a bank or lending institution authorized to do business in the state of Washington. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations set forth in the Contract Documents.

10.03 MEANING OF WORDS

Unless otherwise stated in the Contract Documents, words which have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings. Reference to standard specifications, manuals, or codes of any technical society, organization, or association, or to the code of any governmental authority, whether such reference be specific or by implication, shall be to the latest standard specification, manual, or code in effect on the date for submission of bids, except as may be otherwise specifically stated. Wherever in these Drawings and Specifications an article, device, or piece of equipment is referred to in the singular manner, such reference shall apply to as many such articles as are shown on the drawings, or required to complete the installation.

10.04 RIGHTS AND REMEDIES

No action or failure to act by Owner or A/E shall constitute a waiver of a right or duty afforded them under the Contract Documents, nor shall such action or failure to act constitute approval of an acquiescence in a breach therein, except as may be specifically agreed in writing.

10.05 CONTRACTOR REGISTRATION

Pursuant to RCW 39.06, Contractor shall be registered or licensed as required by the laws of the State of Washington, including but not limited to RCW 18.27.

10.06 TIME COMPUTATIONS

When computing any period of time, the day of the event from which the period of time begins shall not be counted. The last day is counted unless it falls on a weekend or legal holiday, in which event the period runs until the end of the next day that is not a weekend or holiday. When the period of time allowed is less than 7 days, intermediate Saturdays, Sundays, and legal holidays are excluded from the computation.

10.07 RECORDS RETENTION

The wage, payroll, and cost records of Contractor, and its Subcontractors, and all records subject to audit in accordance with section 8.03, shall be retained for a period of not less than 6 years after the date of Final Acceptance.

10.08 THIRD-PARTY AGREEMENTS

The Contract Documents shall not be construed to create a contractual relationship of any kind between: A/E and Contractor; Owner and any Subcontractor; or any persons other than Owner and Contractor.

10.09 ANTITRUST ASSIGNMENT

Owner and Contractor recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the purchaser. Therefore, Contractor hereby assigns to Owner any and all claims for such overcharges as to goods, materials, and equipment purchased in connection with the Work performed in accordance with the Contract Documents, except as to overcharges which result from antitrust violations commencing after the Contract Sum is established and which are not passed on to Owner under a Change Order. Contractor shall put a similar clause in its Subcontracts, and require a similar clause in its sub-Subcontracts, such that all claims for such overcharges on the Work are passed to Owner by Contractor.

SPECIAL CONDITIONS

A. Definitions

The COUNTY is the recipient of CONTRACTOR'S services, and at all times acts through its Board of County Commissioners. The Contact Officer of the COUNTY will be the Director of Central Services or designee.

Contractor Registration

The CONTRACTOR agrees and covenants to furnish unto the COUNTY proper evidence that the CONTRACTOR has fully complied with the State Licensing Law.

CONTRACTOR shall include his contractor's license number in the space provided on the front page of this Agreement.

C. Non-Discrimination (Lewis County Funds)

The CONTRACTOR should be aware that public funds are being used to assist in this project. During the performance of this contract, the CONTRACTOR agrees as follows:

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.
2. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.
3. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, notice to be provided by the agency contracting officer, advising the labor union or worker's representative of the contractor's commitments under Section 202 or Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in a conspicuous place available to employees and applicants for employment.
4. The CONTRACTOR will comply with all provisions of Executive Order No. 11246 of

September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

5. The CONTRACTOR will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books and records for purposes of investigation to ascertain compliance with such rules, regulations and orders
6. In the event of the CONTRACTOR'S non-compliance with the non-discrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contract may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
7. The CONTRACTOR will include the provisions of Paragraphs (1) through (7) in every sub-contract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each sub-contract or vendor. The CONTRACTOR will take such action with respect to any sub-contract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with litigation with a sub-contractor or vendor as a result of such direction by the contracting agency, the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

D. Original Specifications

It is hereby expressly agreed by and between the parties involved that in any matter, dispute, suit, or proceedings arising or in any way growing out of this contract in which it may be necessary to introduce into evidence the original of such specifications, that a printed copy thereof may be used in lieu thereof with like force and effect as though the original was produced.

E. Eight Hour Law and Payment for Labor

The CONTRACTOR agrees to comply with RCW 49.28.010.065 providing that no laborer, workman or mechanic in the employ of the CONTRACTOR, sub-contractor, or other person doing or contracting to do the whole or any part of the work contemplated by this contract, shall be permitted or required to work more than eight (8) hours in any one calendar day, provided that, in cases of extraordinary emergency, such danger to life or property, the hours of work may be extended, but in such cases the rate of pay for time employed in excess of eight (8) hours of each calendar day shall not be less than one and one-half times the rate allowed for this same amount of time during eight (8) hours' service. Any work necessary to be performed after regular working hours, or Sunday or legal holidays shall be performed without additional expense to the COUNTY.

Notwithstanding the above provisions, a CONTRACTOR may enter into an agreement approved by the employees in which the employees may work up to ten (10) hours in a calendar day for not more than four (4) calendar days in a week.

CONTRACTOR further agrees that said contract is terminable in case the CONTRACTOR shall violate the provisions of such act.

The CONTRACTOR, and sub-contractors shall further verify that:

1. He had not employed or retained any company or person (other than a full time bona fide employee working solely for the offerer) to solicit or receive this contract; and
2. He has not paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the offerer) any fee, commission, percentage, or brokerage fee contingent upon or resulting from the award of this contract; and
3. He has not been asked or otherwise coerced, whether expressed or implied, into contributing funds, for any purpose as a condition to doing business with the COUNTY.

It is further agreed that in case any dispute arises as to what are the prevailing wages for the work of a similar nature and such dispute cannot be adjusted by the parties involved, the matter shall be referred for arbitration to the Director of the Department of Labor & Industries of the State and his decision therein shall be final, binding, and conclusive on all parties.

6.

Notice Prevailing Wage Requirement

This project has been determined to be “Public Works” as defined by RCW 39.04 and WAC 296-127 and is subject to Washington State Prevailing Wage Laws. Current Prevailing Wage Rates for work performed in Lewis County are attached. These rates may not apply to work performed outside Lewis County.

In addition, successful Contractor may be required to produce Certified Payroll Records upon request.

State of Washington
Department of Labor & Industries
Prevailing Wage Section - Telephone 360-902-5335
PO Box 44540, Olympia, WA 98504-4540

Washington State Prevailing Wage

The PREVAILING WAGES listed here include both the hourly wage rate and the hourly rate of fringe benefits. On public works projects, worker's wage and benefit rates must add to not less than this total. A brief description of overtime calculation requirements are provided on the Benefit Code Key.

Journey Level Prevailing Wage Rates for the Effective Date: 8/20/2013

<u>County</u>	<u>Trade</u>	<u>Job Classification</u>	<u>Wage</u>	<u>Holiday</u>	<u>Overtime</u>	<u>Note</u>
Lewis	Asbestos Abatement Workers	Journey Level	\$40.83	<u>5D</u>	<u>1H</u>	
Lewis	Boilermakers	Journey Level	\$62.34	<u>5N</u>	<u>1C</u>	
Lewis	Brick Mason	Brick And Block Finisher	\$42.21	<u>5A</u>	<u>1M</u>	
Lewis	Brick Mason	Journey Level	\$49.07	<u>5A</u>	<u>1M</u>	
Lewis	Brick Mason	Pointer-Caulker-Cleaner	\$49.07	<u>5A</u>	<u>1M</u>	
Lewis	Building Service Employees	Janitor	\$9.19		<u>1</u>	
Lewis	Building Service Employees	Shampooer	\$9.19		<u>1</u>	
Lewis	Building Service Employees	Waxer	\$9.19		<u>1</u>	
Lewis	Building Service Employees	Window Cleaner	\$13.22		<u>1</u>	
Lewis	Cabinet Makers (In Shop)	Journey Level	\$23.17		<u>1</u>	
Lewis	Carpenters	Acoustical Worker	\$49.57	<u>5D</u>	<u>1M</u>	
Lewis	Carpenters	Bridge, Dock And Wharf Carpenters	\$49.57	<u>5D</u>	<u>1M</u>	
Lewis	Carpenters	Carpenter	\$49.57	<u>5D</u>	<u>1M</u>	
Lewis	Carpenters	Carpenters on Stationary Tools	\$49.70	<u>5D</u>	<u>1M</u>	
Lewis	Carpenters	Creosoted Material	\$49.67	<u>5D</u>	<u>1M</u>	
Lewis	Carpenters	Floor Finisher	\$49.57	<u>5D</u>	<u>1M</u>	
Lewis	Carpenters	Floor Layer	\$49.57	<u>5D</u>	<u>1M</u>	
Lewis	Carpenters	Scaffold Erector	\$49.57	<u>5D</u>	<u>1M</u>	
Lewis	Cement Masons	Journey Level	\$50.13	<u>7A</u>	<u>1M</u>	
Lewis	Divers & Tenders	Diver	\$100.28	<u>5D</u>	<u>1M</u>	<u>8A</u>
Lewis	Divers & Tenders	Diver On Standby	\$56.68	<u>5D</u>	<u>1M</u>	
Lewis	Divers & Tenders	Diver Tender	\$52.23	<u>5D</u>	<u>1M</u>	
Lewis	Divers & Tenders	Surface Rcv & Rov Operator	\$52.23	<u>5D</u>	<u>1M</u>	
Lewis	Divers & Tenders	Surface Rcv & Rov Operator Tender	\$48.67	<u>5A</u>	<u>1B</u>	
Lewis	Dredge Workers	Assistant Engineer	\$51.07	<u>5D</u>	<u>3G</u>	
Lewis	Dredge Workers	Assistant Mate(deckhand)	\$50.56	<u>5D</u>	<u>3G</u>	

Lewis	Dredge Workers	Boatmen	\$51.07	<u>5D</u>	<u>3G</u>	
Lewis	Dredge Workers	Engineer Welder	\$51.12	<u>5D</u>	<u>3G</u>	
Lewis	Dredge Workers	Leverman, Hydraulic	\$52.69	<u>5D</u>	<u>3G</u>	
Lewis	Dredge Workers	Maintenance	\$50.81	<u>5D</u>	<u>3G</u>	
Lewis	Dredge Workers	Mates	\$51.07	<u>5D</u>	<u>3G</u>	
Lewis	Dredge Workers	Oiler	\$50.69	<u>5D</u>	<u>3G</u>	
Lewis	Drywall Applicator	Journey Level	\$49.74	<u>5D</u>	<u>1H</u>	
Lewis	Drywall Tapers	Journey Level	\$23.26		<u>1</u>	
Lewis	Electrical Fixture Maintenance Workers	Journey Level	\$9.19		<u>1</u>	
Lewis	Electricians - Inside	Cable Splicer	\$59.92	<u>5C</u>	<u>1G</u>	
Lewis	Electricians - Inside	Journey Level	\$56.35	<u>5C</u>	<u>1G</u>	
Lewis	Electricians - Inside	Lead Covered Cable Splicer	\$63.48	<u>5C</u>	<u>1G</u>	
Lewis	Electricians - Inside	Welder	\$59.92	<u>5C</u>	<u>1G</u>	
Lewis	Electricians - Motor Shop	Craftsman	\$15.37		<u>1</u>	
Lewis	Electricians - Motor Shop	Journey Level	\$14.69		<u>1</u>	
Lewis	Electricians - Powerline Construction	Cable Splicer	\$64.95	<u>5A</u>	<u>4A</u>	
Lewis	Electricians - Powerline Construction	Certified Line Welder	\$59.37	<u>5A</u>	<u>4A</u>	
Lewis	Electricians - Powerline Construction	Groundperson	\$42.16	<u>5A</u>	<u>4A</u>	
Lewis	Electricians - Powerline Construction	Head Groundperson	\$44.50	<u>5A</u>	<u>4A</u>	
Lewis	Electricians - Powerline Construction	Heavy Line Equipment Operator	\$59.37	<u>5A</u>	<u>4A</u>	
Lewis	Electricians - Powerline Construction	Jackhammer Operator	\$44.50	<u>5A</u>	<u>4A</u>	
Lewis	Electricians - Powerline Construction	Journey Level Lineperson	\$59.37	<u>5A</u>	<u>4A</u>	
Lewis	Electricians - Powerline Construction	Line Equipment Operator	\$49.95	<u>5A</u>	<u>4A</u>	
Lewis	Electricians - Powerline Construction	Pole Sprayer	\$59.37	<u>5A</u>	<u>4A</u>	
Lewis	Electricians - Powerline Construction	Powderperson	\$44.50	<u>5A</u>	<u>4A</u>	
Lewis	Electronic Technicians	Journey Level	\$28.46		<u>1</u>	
Lewis	Elevator Constructors	Mechanic	\$77.70	<u>7D</u>	<u>4A</u>	
Lewis	Elevator Constructors	Mechanic In Charge	\$84.24	<u>7D</u>	<u>4A</u>	
Lewis	Fabricated Precast Concrete Products	Journey Level - In-Factory Work Only	\$13.50		<u>1</u>	
Lewis	Fence Erectors	Fence Erector	\$13.80		<u>1</u>	
Lewis	Fence Erectors	Fence Laborer	\$11.60		<u>1</u>	
Lewis	Flaggers	Journey Level	\$34.61	<u>7A</u>	<u>2Y</u>	
Lewis	Glaziers	Journey Level	\$23.50		<u>1</u>	

Lewis	Heat & Frost Insulators And Asbestos Workers	Journeyman	\$56.93	<u>5J</u>	<u>1S</u>	
Lewis	Heating Equipment Mechanics	Journey Level	\$68.52	<u>7F</u>	<u>1E</u>	
Lewis	Hod Carriers & Mason Tenders	Journey Level	\$42.11	<u>7A</u>	<u>2Y</u>	
Lewis	Industrial Power Vacuum Cleaner	Journey Level	\$9.24		<u>1</u>	
Lewis	Inland Boatmen	Boat Operator	\$52.32	<u>5B</u>	<u>1K</u>	
Lewis	Inland Boatmen	Cook	\$48.89	<u>5B</u>	<u>1K</u>	
Lewis	Inland Boatmen	Deckhand	\$48.96	<u>5B</u>	<u>1K</u>	
Lewis	Inland Boatmen	Deckhand Engineer	\$49.95	<u>5B</u>	<u>1K</u>	
Lewis	Inland Boatmen	Launch Operator	\$51.16	<u>5B</u>	<u>1K</u>	
Lewis	Inland Boatmen	Mate	\$51.16	<u>5B</u>	<u>1K</u>	
Lewis	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Cleaner Operator, Foamer Operator	\$9.73		<u>1</u>	
Lewis	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Grout Truck Operator	\$11.48		<u>1</u>	
Lewis	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Head Operator	\$12.78		<u>1</u>	
Lewis	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Technician	\$9.19		<u>1</u>	
Lewis	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Tv Truck Operator	\$10.53		<u>1</u>	
Lewis	Insulation Applicators	Journey Level	\$49.57	<u>5D</u>	<u>1M</u>	
Lewis	Ironworkers	Journeyman	\$59.02	<u>7N</u>	<u>1O</u>	
Lewis	Laborers	Air, Gas Or Electric Vibrating Screed	\$40.83	<u>7A</u>	<u>2Y</u>	
Lewis	Laborers	Airtrac Drill Operator	\$42.11	<u>7A</u>	<u>2Y</u>	
Lewis	Laborers	Ballast Regular Machine	\$40.83	<u>7A</u>	<u>2Y</u>	
Lewis	Laborers	Batch Weighman	\$34.61	<u>7A</u>	<u>2Y</u>	
Lewis	Laborers	Brick Pavers	\$40.83	<u>7A</u>	<u>2Y</u>	
Lewis	Laborers	Brush Cutter	\$40.83	<u>7A</u>	<u>2Y</u>	
Lewis	Laborers	Brush Hog Feeder	\$40.83	<u>7A</u>	<u>2Y</u>	
Lewis	Laborers	Burner	\$40.83	<u>7A</u>	<u>2Y</u>	
Lewis	Laborers	Caisson Worker	\$42.11	<u>7A</u>	<u>2Y</u>	
Lewis	Laborers	Carpenter Tender	\$40.83	<u>7A</u>	<u>2Y</u>	
Lewis	Laborers	Caulker	\$40.83	<u>7A</u>	<u>2Y</u>	
Lewis	Laborers	Cement Dumper-paving	\$41.59	<u>7A</u>	<u>2Y</u>	
Lewis	Laborers	Cement Finisher Tender	\$40.83	<u>7A</u>	<u>2Y</u>	
Lewis	Laborers	Change House Or Dry Shack	\$40.83	<u>7A</u>	<u>2Y</u>	

Lewis	Laborers	Chipping Gun (under 30 Lbs.)	\$40.83	<u>7A</u>	<u>2Y</u>	
Lewis	Laborers	Chipping Gun(30 Lbs. And Over)	\$41.59	<u>7A</u>	<u>2Y</u>	
Lewis	Laborers	Choker Setter	\$40.83	<u>7A</u>	<u>2Y</u>	
Lewis	Laborers	Chuck Tender	\$40.83	<u>7A</u>	<u>2Y</u>	
Lewis	Laborers	Clary Power Spreader	\$41.59	<u>7A</u>	<u>2Y</u>	
Lewis	Laborers	Clean-up Laborer	\$40.83	<u>7A</u>	<u>2Y</u>	
Lewis	Laborers	Concrete Dumper/chute Operator	\$41.59	<u>7A</u>	<u>2Y</u>	
Lewis	Laborers	Concrete Form Stripper	\$40.83	<u>7A</u>	<u>2Y</u>	
Lewis	Laborers	Concrete Placement Crew	\$41.59	<u>7A</u>	<u>2Y</u>	
Lewis	Laborers	Concrete Saw Operator/core Driller	\$41.59	<u>7A</u>	<u>2Y</u>	
Lewis	Laborers	Crusher Feeder	\$34.61	<u>7A</u>	<u>2Y</u>	
Lewis	Laborers	Curing Laborer	\$40.83	<u>7A</u>	<u>2Y</u>	
Lewis	Laborers	Demolition: Wrecking & Moving (incl. Charred Material)	\$40.83	<u>7A</u>	<u>2Y</u>	
Lewis	Laborers	Ditch Digger	\$40.83	<u>7A</u>	<u>2Y</u>	
Lewis	Laborers	Diver	\$42.11	<u>7A</u>	<u>2Y</u>	
Lewis	Laborers	Drill Operator (hydraulic,diamond)	\$41.59	<u>7A</u>	<u>2Y</u>	
Lewis	Laborers	Dry Stack Walls	\$40.83	<u>7A</u>	<u>2Y</u>	
Lewis	Laborers	Dump Person	\$40.83	<u>7A</u>	<u>2Y</u>	
Lewis	Laborers	Epoxy Technician	\$40.83	<u>7A</u>	<u>2Y</u>	
Lewis	Laborers	Erosion Control Worker	\$40.83	<u>7A</u>	<u>2Y</u>	
Lewis	Laborers	Faller & Bucker Chain Saw	\$41.59	<u>7A</u>	<u>2Y</u>	
Lewis	Laborers	Fine Graders	\$40.83	<u>7A</u>	<u>2Y</u>	
Lewis	Laborers	Firewatch	\$34.61	<u>7A</u>	<u>2Y</u>	
Lewis	Laborers	Form Setter	\$40.83	<u>7A</u>	<u>2Y</u>	
Lewis	Laborers	Gabian Basket Builders	\$40.83	<u>7A</u>	<u>2Y</u>	
Lewis	Laborers	General Laborer	\$40.83	<u>7A</u>	<u>2Y</u>	
Lewis	Laborers	Grade Checker & Transit Person	\$42.11	<u>7A</u>	<u>2Y</u>	
Lewis	Laborers	Grinders	\$40.83	<u>7A</u>	<u>2Y</u>	
Lewis	Laborers	Grout Machine Tender	\$40.83	<u>7A</u>	<u>2Y</u>	
Lewis	Laborers	Groutmen (pressure)including Post Tension Beams	\$41.59	<u>7A</u>	<u>2Y</u>	
Lewis	Laborers	Guardrail Erector	\$40.83	<u>7A</u>	<u>2Y</u>	
Lewis	Laborers	Hazardous Waste Worker (level A)	\$42.11	<u>7A</u>	<u>2Y</u>	
Lewis	Laborers	Hazardous Waste Worker (level B)	\$41.59	<u>7A</u>	<u>2Y</u>	
Lewis	Laborers	Hazardous Waste Worker (level C)	\$40.83	<u>7A</u>	<u>2Y</u>	

Lewis	Laborers	High Scaler	\$42.11	<u>7A</u>	<u>2Y</u>	
Lewis	Laborers	Jackhammer	\$41.59	<u>7A</u>	<u>2Y</u>	
Lewis	Laborers	Laserbeam Operator	\$41.59	<u>7A</u>	<u>2Y</u>	
Lewis	Laborers	Maintenance Person	\$40.83	<u>7A</u>	<u>2Y</u>	
Lewis	Laborers	Manhole Builder-mudman	\$41.59	<u>7A</u>	<u>2Y</u>	
Lewis	Laborers	Material Yard Person	\$40.83	<u>7A</u>	<u>2Y</u>	
Lewis	Laborers	Motorman-dinky Locomotive	\$41.59	<u>7A</u>	<u>2Y</u>	
Lewis	Laborers	Nozzleman (concrete Pump, Green Cutter When Using Combination Of High Pressure Air & Water On Concrete & Rock, Sandblast, Guniting, Shotcrete, Water Bla	\$41.59	<u>7A</u>	<u>2Y</u>	
Lewis	Laborers	Pavement Breaker	\$41.59	<u>7A</u>	<u>2Y</u>	
Lewis	Laborers	Pilot Car	\$34.61	<u>7A</u>	<u>2Y</u>	
Lewis	Laborers	Pipe Layer Lead	\$42.11	<u>7A</u>	<u>2Y</u>	
Lewis	Laborers	Pipe Layer/tailor	\$41.59	<u>7A</u>	<u>2Y</u>	
Lewis	Laborers	Pipe Pot Tender	\$41.59	<u>7A</u>	<u>2Y</u>	
Lewis	Laborers	Pipe Reliner	\$41.59	<u>7A</u>	<u>2Y</u>	
Lewis	Laborers	Pipe Wrapper	\$41.59	<u>7A</u>	<u>2Y</u>	
Lewis	Laborers	Pot Tender	\$40.83	<u>7A</u>	<u>2Y</u>	
Lewis	Laborers	Powderman	\$42.11	<u>7A</u>	<u>2Y</u>	
Lewis	Laborers	Powderman's Helper	\$40.83	<u>7A</u>	<u>2Y</u>	
Lewis	Laborers	Power Jacks	\$41.59	<u>7A</u>	<u>2Y</u>	
Lewis	Laborers	Railroad Spike Puller - Power	\$41.59	<u>7A</u>	<u>2Y</u>	
Lewis	Laborers	Raker - Asphalt	\$42.11	<u>7A</u>	<u>2Y</u>	
Lewis	Laborers	Re-timberman	\$42.11	<u>7A</u>	<u>2Y</u>	
Lewis	Laborers	Remote Equipment Operator	\$41.59	<u>7A</u>	<u>2Y</u>	
Lewis	Laborers	Rigger/signal Person	\$41.59	<u>7A</u>	<u>2Y</u>	
Lewis	Laborers	Rip Rap Person	\$40.83	<u>7A</u>	<u>2Y</u>	
Lewis	Laborers	Rivet Buster	\$41.59	<u>7A</u>	<u>2Y</u>	
Lewis	Laborers	Rodder	\$41.59	<u>7A</u>	<u>2Y</u>	
Lewis	Laborers	Scaffold Erector	\$40.83	<u>7A</u>	<u>2Y</u>	
Lewis	Laborers	Scale Person	\$40.83	<u>7A</u>	<u>2Y</u>	
Lewis	Laborers	Sloper (over 20")	\$41.59	<u>7A</u>	<u>2Y</u>	
Lewis	Laborers	Sloper Sprayer	\$40.83	<u>7A</u>	<u>2Y</u>	
Lewis	Laborers	Spreader (concrete)	\$41.59	<u>7A</u>	<u>2Y</u>	
Lewis	Laborers	Stake Hopper	\$40.83	<u>7A</u>	<u>2Y</u>	
Lewis	Laborers	Stock Piler	\$40.83	<u>7A</u>	<u>2Y</u>	
Lewis	Laborers	Tamper & Similar Electric, Air & Gas Operated Tools	\$41.59	<u>7A</u>	<u>2Y</u>	
Lewis	Laborers	Tamper (multiple & Self- propelled)	\$41.59	<u>7A</u>	<u>2Y</u>	
Lewis	Laborers	Timber Person - Sewer	\$41.59	<u>7A</u>	<u>2Y</u>	

		(lagger, Shorer & Cribber)				
Lewis	Laborers	Toolroom Person (at Jobsite)	\$40.83	<u>7A</u>	<u>2Y</u>	
Lewis	Laborers	Topper	\$40.83	<u>7A</u>	<u>2Y</u>	
Lewis	Laborers	Track Laborer	\$40.83	<u>7A</u>	<u>2Y</u>	
Lewis	Laborers	Track Liner (power)	\$41.59	<u>7A</u>	<u>2Y</u>	
Lewis	Laborers	Traffic Control Laborer	\$37.01	<u>7A</u>	<u>2Y</u>	<u>8R</u>
Lewis	Laborers	Traffic Control Supervisor	\$37.01	<u>7A</u>	<u>2Y</u>	<u>8R</u>
Lewis	Laborers	Truck Spotter	\$40.83	<u>7A</u>	<u>2Y</u>	
Lewis	Laborers	Tugger Operator	\$41.59	<u>7A</u>	<u>2Y</u>	
Lewis	Laborers	Tunnel Work-Compressed Air Worker 0-30 psi	\$55.89	<u>7A</u>	<u>2Y</u>	<u>8Q</u>
Lewis	Laborers	Tunnel Work-Compressed Air Worker 30.01-44.00 psi	\$60.92	<u>7A</u>	<u>2Y</u>	<u>8Q</u>
Lewis	Laborers	Tunnel Work-Compressed Air Worker 44.01-54.00 psi	\$64.60	<u>7A</u>	<u>2Y</u>	<u>8Q</u>
Lewis	Laborers	Tunnel Work-Compressed Air Worker 54.01-60.00 psi	\$70.30	<u>7A</u>	<u>2Y</u>	<u>8Q</u>
Lewis	Laborers	Tunnel Work-Compressed Air Worker 60.01-64.00 psi	\$72.42	<u>7A</u>	<u>2Y</u>	<u>8Q</u>
Lewis	Laborers	Tunnel Work-Compressed Air Worker 64.01-68.00 psi	\$77.52	<u>7A</u>	<u>2Y</u>	<u>8Q</u>
Lewis	Laborers	Tunnel Work-Compressed Air Worker 68.01-70.00 psi	\$79.42	<u>7A</u>	<u>2Y</u>	<u>8Q</u>
Lewis	Laborers	Tunnel Work-Compressed Air Worker 70.01-72.00 psi	\$81.42	<u>7A</u>	<u>1H</u>	<u>8Q</u>
Lewis	Laborers	Tunnel Work-Compressed Air Worker 72.01-74.00 psi	\$83.42	<u>7A</u>	<u>1H</u>	<u>8Q</u>
Lewis	Laborers	Tunnel Work-Guage and Lock Tender	\$42.21	<u>7A</u>	<u>2Y</u>	<u>8Q</u>
Lewis	Laborers	Tunnel Work-Miner	\$42.21	<u>7A</u>	<u>2Y</u>	<u>8Q</u>
Lewis	Laborers	Vibrator	\$41.59	<u>7A</u>	<u>2Y</u>	
Lewis	Laborers	Vinyl Seamer	\$40.83	<u>7A</u>	<u>2Y</u>	
Lewis	Laborers	Watchman	\$31.46	<u>7A</u>	<u>2Y</u>	
Lewis	Laborers	Welder	\$41.59	<u>7A</u>	<u>2Y</u>	
Lewis	Laborers	Well Point Laborer	\$41.59	<u>7A</u>	<u>2Y</u>	
Lewis	Laborers	Window Washer/cleaner	\$31.46	<u>7A</u>	<u>2Y</u>	
Lewis	Laborers - Underground Sewer & Water	General Laborer & Topman	\$40.83	<u>7A</u>	<u>2Y</u>	
Lewis	Laborers - Underground Sewer & Water	Pipe Layer	\$41.59	<u>7A</u>	<u>2Y</u>	
Lewis	Landscape Construction	Irrigation Or Lawn Sprinkler Installers	\$11.42		<u>1</u>	
Lewis	Landscape Construction	Landscape Equipment Operators Or Truck Drivers	\$10.77		<u>1</u>	
Lewis	Landscape Construction	Landscaping Or Planting	\$10.77		<u>1</u>	

		Laborers				
Lewis	Lathers	Journey Level	\$49.74	<u>5D</u>	<u>1H</u>	
Lewis	Marble Setters	Journey Level	\$49.07	<u>5A</u>	<u>1M</u>	
Lewis	Metal Fabrication (In Shop)	Fitter	\$15.16		<u>1</u>	
Lewis	Metal Fabrication (In Shop)	Laborer	\$11.13		<u>1</u>	
Lewis	Metal Fabrication (In Shop)	Machine Operator	\$10.66		<u>1</u>	
Lewis	Metal Fabrication (In Shop)	Painter	\$11.41		<u>1</u>	
Lewis	Metal Fabrication (In Shop)	Welder	\$15.16		<u>1</u>	
Lewis	Millwright	Journey Level	\$50.67	<u>5D</u>	<u>1M</u>	
Lewis	Modular Buildings	Cabinet Assembly	\$9.98		<u>1</u>	
Lewis	Modular Buildings	Electrician	\$9.98		<u>1</u>	
Lewis	Modular Buildings	Equipment Maintenance	\$9.98		<u>1</u>	
Lewis	Modular Buildings	Plumber	\$9.98		<u>1</u>	
Lewis	Modular Buildings	Production Worker	\$9.75		<u>1</u>	
Lewis	Modular Buildings	Tool Maintenance	\$9.98		<u>1</u>	
Lewis	Modular Buildings	Utility Person	\$9.98		<u>1</u>	
Lewis	Modular Buildings	Welder	\$9.98		<u>1</u>	
Lewis	Painters	Journey Level	\$36.53	<u>6Z</u>	<u>2B</u>	
Lewis	Pile Driver	Journey Level	\$49.82	<u>5D</u>	<u>1M</u>	
Lewis	Plasterers	Journey Level	\$48.23	<u>7Q</u>	<u>1R</u>	
Lewis	Playground & Park Equipment Installers	Journey Level	\$9.19		<u>1</u>	
Lewis	Plumbers & Pipefitters	Journey Level	\$61.57	<u>5A</u>	<u>1G</u>	
Lewis	Power Equipment Operators	Asphalt Plant Operator	\$51.89	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Assistant Engineers	\$48.62	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Barrier Machine (zipper)	\$51.40	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Batch Plant Operator: Concrete	\$51.40	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Bobcat	\$48.62	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Brokk - Remote Demolition Equipment	\$48.62	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Brooms	\$48.62	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Bump Cutter	\$51.40	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Cableways	\$51.89	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Chipper	\$51.40	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Compressor	\$48.62	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Concrete Pump: Truck Mount With Boom Attachment Over 42m	\$51.89	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Concrete Finish Machine - laser Screed	\$48.62	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure	\$50.98	<u>7A</u>	<u>3C</u>	<u>8P</u>

Lewis	Power Equipment Operators	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	\$51.40	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Conveyors	\$50.98	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Cranes, 100 Tons - 199 Tons, Or 150 Ft Of Boom (including Jib With Attachments)	\$52.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Cranes, 200 Tons To 300 Tons, Or 250 Ft Of Boom (including Jib With Attachments)	\$53.01	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Cranes: 20 Tons Through 44 Tons With Attachments	\$51.40	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Cranes: 45 Tons Through 99 Tons, Under 150' Of Boom (including Jib With Attachments)	\$51.89	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Cranes: A-frame - 10 Tons And Under	\$48.62	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Cranes: Friction 100 Tons Through 199 Tons	\$53.01	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Cranes: Friction Over 200 Tons	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Cranes: Over 300 Tons, Or 300' Of Boom (Including Jib With Attachments)	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Cranes: Through 19 Tons With Attachments A-frame Over 10 Tons	\$50.98	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Crusher	\$51.40	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Deck Engineer/deck Winches (power)	\$51.40	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Derricks, On Building Work	\$51.89	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Dozers D-9 & Under	\$50.98	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Drill Oilers: Auger Type, Truck Or Crane Mount	\$50.98	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Drilling Machine	\$51.40	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Elevator And Man-lift: Permanent And Shaft Type	\$48.62	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Finishing Machine, Bidwell And Gamaco & Similar Equipment	\$51.40	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Forklift: 3000 Lbs And Over With Attachments	\$50.98	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Forklifts: Under 3000 Lbs. With Attachments	\$48.62	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Grade Engineer: Using	\$51.40	<u>7A</u>	<u>3C</u>	<u>8P</u>

		Blueprints, Cut Sheets,etc.				
Lewis	Power Equipment Operators	Gradechecker/stakeman	\$48.62	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Guardrail Punch	\$51.40	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	\$51.89	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	\$51.40	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Horizontal/directional Drill Locator	\$50.98	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Horizontal/directional Drill Operator	\$51.40	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Hydralifts/Boom Trucks Over 10 Tons	\$50.98	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Hydralifts/boom Trucks, 10 Tons And Under	\$48.62	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Loader, Overhead 8 Yards. & Over	\$52.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Loader, Overhead, 6 Yards. But Not Including 8 Yards	\$51.89	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Loaders, Overhead Under 6 Yards	\$51.40	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Loaders, Plant Feed	\$51.40	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Loaders: Elevating Type Belt	\$50.98	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Locomotives, All	\$51.40	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Material Transfer Device	\$51.40	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Mechanics, All (Leadmen - \$0.50 Per Hour Over Mechanic)	\$52.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Mixers:asphalt Plant	\$51.40	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Motor Patrol Grader - Non- finishing	\$50.98	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Motor Patrol Graders, Finishing	\$51.89	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	\$51.89	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Oil Distributors, Blower Distribution & Mulch Seeding Operator	\$48.62	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Outside Hoists (elevators And Manlifts), Air Tuggers,strato	\$50.98	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Overhead, Bridge Type Crane: 20 Tons Through 44 Tons	\$51.40	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Overhead, Bridge Type: 100	\$52.44	<u>7A</u>	<u>3C</u>	<u>8P</u>

		Tons And Over				
Lewis	Power Equipment Operators	Overhead, Bridge Type: 45 Tons Through 99 Tons	\$51.89	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Pavement Breaker	\$48.62	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Pile Driver (other Than Crane Mount)	\$51.40	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Plant Oiler - Asphalt, Crusher	\$50.98	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Posthole Digger, Mechanical	\$48.62	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Power Plant	\$48.62	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Pumps - Water	\$48.62	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Quad 9, HD 41, D10 And Over	\$51.89	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Quick Tower - No Cab, Under 100 Feet In Height Based To Boom	\$48.62	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Remote Control Operator On Rubber Tired Earth Moving Equipment	\$51.89	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Rigger And Bellman	\$48.62	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Rollagon	\$51.89	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Roller, Other Than Plant Mix	\$48.62	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Roller, Plant Mix Or Multi-lift Materials	\$50.98	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Roto-mill, Roto-grinder	\$51.40	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Saws - Concrete	\$50.98	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Scraper, Self Propelled Under 45 Yards	\$51.40	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Scrapers - Concrete & Carry All	\$50.98	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Scrapers, Self-propelled: 45 Yards And Over	\$51.89	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Service Engineers - Equipment	\$50.98	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Shotcrete/gunite Equipment	\$48.62	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Shovel , Excavator, Backhoe, Tractors Under 15 Metric Tons.	\$50.98	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	\$51.89	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	\$51.40	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	\$52.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Shovel, Excavator, Backhoes:	\$53.01	<u>7A</u>	<u>3C</u>	<u>8P</u>

		Over 90 Metric Tons				
Lewis	Power Equipment Operators	Slipform Pavers	\$51.89	7A	3C	8P
Lewis	Power Equipment Operators	Spreader, Topsider & Screedman	\$51.89	7A	3C	8P
Lewis	Power Equipment Operators	Subgrader Trimmer	\$51.40	7A	3C	8P
Lewis	Power Equipment Operators	Tower Bucket Elevators	\$50.98	7A	3C	8P
Lewis	Power Equipment Operators	Tower Crane Over 175'in Height, Base To Boom	\$53.01	7A	3C	8P
Lewis	Power Equipment Operators	Tower Crane Up: To 175' In Height, Base To Boom	\$52.44	7A	3C	8P
Lewis	Power Equipment Operators	Transporters, All Track Or Truck Type	\$51.89	7A	3C	8P
Lewis	Power Equipment Operators	Trenching Machines	\$50.98	7A	3C	8P
Lewis	Power Equipment Operators	Truck Crane Oiler/driver - 100 Tons And Over	\$51.40	7A	3C	8P
Lewis	Power Equipment Operators	Truck Crane Oiler/driver Under 100 Tons	\$50.98	7A	3C	8P
Lewis	Power Equipment Operators	Truck Mount Portable Conveyor	\$51.40	7A	3C	8P
Lewis	Power Equipment Operators	Welder	\$51.89	7A	3C	8P
Lewis	Power Equipment Operators	Wheel Tractors, Farmall Type	\$48.62	7A	3C	8P
Lewis	Power Equipment Operators	Yo Yo Pay Dozer	\$51.40	7A	3C	8P
Lewis	Power Equipment Operators-Underground Sewer & Water	Asphalt Plant Operator	\$51.89	7A	3C	8P
Lewis	Power Equipment Operators-Underground Sewer & Water	Assistant Engineers	\$48.62	7A	3C	8P
Lewis	Power Equipment Operators-Underground Sewer & Water	Barrier Machine (zipper)	\$51.40	7A	3C	8P
Lewis	Power Equipment Operators-Underground Sewer & Water	Batch Plant Operator: Concrete	\$51.40	7A	3C	8P
Lewis	Power Equipment Operators-Underground Sewer & Water	Bobcat	\$48.62	7A	3C	8P
Lewis	Power Equipment Operators-Underground Sewer & Water	Brokk - Remote Demolition Equipment	\$48.62	7A	3C	8P
Lewis	Power Equipment Operators-Underground Sewer & Water	Brooms	\$48.62	7A	3C	8P
Lewis	Power Equipment Operators-Underground Sewer & Water	Bump Cutter	\$51.40	7A	3C	8P
Lewis	Power Equipment Operators-Underground Sewer & Water	Cableways	\$51.89	7A	3C	8P
Lewis	Power Equipment Operators-Underground Sewer & Water	Chipper	\$51.40	7A	3C	8P
Lewis	Power Equipment Operators-Underground Sewer & Water	Compressor	\$48.62	7A	3C	8P
Lewis	Power Equipment Operators-Underground Sewer & Water	Concrete Pump: Truck Mount With Boom Attachment Over	\$51.89	7A	3C	8P

		42m				
Lewis	Power Equipment Operators- Underground Sewer & Water	Concrete Finish Machine - laser Screed	\$48.62	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure	\$50.98	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	\$51.40	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Conveyors	\$50.98	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Cranes, 100 Tons - 199 Tons, Or 150 Ft Of Boom (including Jib With Attachments)	\$52.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Cranes, 200 Tons To 300 Tons, Or 250 Ft Of Boom (including Jib With Attachments)	\$53.01	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Cranes: 20 Tons Through 44 Tons With Attachments	\$51.40	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Cranes: 45 Tons Through 99 Tons, Under 150' Of Boom (including Jib With Attachments)	\$51.89	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Cranes: A-frame - 10 Tons And Under	\$48.62	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Cranes: Friction 100 Tons Through 199 Tons	\$53.01	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Cranes: Friction Over 200 Tons	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Cranes: Over 300 Tons, Or 300' Of Boom (Including Jib With Attachments)	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Cranes: Through 19 Tons With Attachments A-frame Over 10 Tons	\$50.98	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Crusher	\$51.40	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Deck Engineer/deck Winches (power)	\$51.40	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Derricks, On Building Work	\$51.89	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Dozers D-9 & Under	\$50.98	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Drill Oilers: Auger Type, Truck Or Crane Mount	\$50.98	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-	Drilling Machine	\$51.40	<u>7A</u>	<u>3C</u>	<u>8P</u>

	Underground Sewer & Water					
Lewis	Power Equipment Operators- Underground Sewer & Water	Elevator And Man-lift: Permanent And Shaft Type	\$48.62	7A	3C	8P
Lewis	Power Equipment Operators- Underground Sewer & Water	Finishing Machine, Bidwell And Gamaco & Similar Equipment	\$51.40	7A	3C	8P
Lewis	Power Equipment Operators- Underground Sewer & Water	Forklift: 3000 Lbs And Over With Attachments	\$50.98	7A	3C	8P
Lewis	Power Equipment Operators- Underground Sewer & Water	Forklifts: Under 3000 Lbs. With Attachments	\$48.62	7A	3C	8P
Lewis	Power Equipment Operators- Underground Sewer & Water	Grade Engineer: Using Blueprints, Cut Sheets,etc.	\$51.40	7A	3C	8P
Lewis	Power Equipment Operators- Underground Sewer & Water	Gradechecker/stakeman	\$48.62	7A	3C	8P
Lewis	Power Equipment Operators- Underground Sewer & Water	Guardrail Punch	\$51.40	7A	3C	8P
Lewis	Power Equipment Operators- Underground Sewer & Water	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	\$51.89	7A	3C	8P
Lewis	Power Equipment Operators- Underground Sewer & Water	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	\$51.40	7A	3C	8P
Lewis	Power Equipment Operators- Underground Sewer & Water	Horizontal/directional Drill Locator	\$50.98	7A	3C	8P
Lewis	Power Equipment Operators- Underground Sewer & Water	Horizontal/directional Drill Operator	\$51.40	7A	3C	8P
Lewis	Power Equipment Operators- Underground Sewer & Water	Hydralifts/Boom Trucks Over 10 Tons	\$50.98	7A	3C	8P
Lewis	Power Equipment Operators- Underground Sewer & Water	Hydralifts/boom Trucks, 10 Tons And Under	\$48.62	7A	3C	8P
Lewis	Power Equipment Operators- Underground Sewer & Water	Loader, Overhead 8 Yards. & Over	\$52.44	7A	3C	8P
Lewis	Power Equipment Operators- Underground Sewer & Water	Loader, Overhead, 6 Yards. But Not Including 8 Yards	\$51.89	7A	3C	8P
Lewis	Power Equipment Operators- Underground Sewer & Water	Loaders, Overhead Under 6 Yards	\$51.40	7A	3C	8P
Lewis	Power Equipment Operators- Underground Sewer & Water	Loaders, Plant Feed	\$51.40	7A	3C	8P
Lewis	Power Equipment Operators- Underground Sewer & Water	Loaders: Elevating Type Belt	\$50.98	7A	3C	8P
Lewis	Power Equipment Operators- Underground Sewer & Water	Locomotives, All	\$51.40	7A	3C	8P
Lewis	Power Equipment Operators- Underground Sewer & Water	Material Transfer Device	\$51.40	7A	3C	8P
Lewis	Power Equipment Operators- Underground Sewer & Water	Mechanics, All (Leadmen - \$0.50 Per Hour Over Mechanic)	\$52.44	7A	3C	8P

Lewis	Power Equipment Operators- Underground Sewer & Water	Mixers:asphalt Plant	\$51.40	7A	3C	8P
Lewis	Power Equipment Operators- Underground Sewer & Water	Motor Patrol Grader - Non-f inishing	\$50.98	7A	3C	8P
Lewis	Power Equipment Operators- Underground Sewer & Water	Motor Patrol Graders, Finishing	\$51.89	7A	3C	8P
Lewis	Power Equipment Operators- Underground Sewer & Water	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	\$51.89	7A	3C	8P
Lewis	Power Equipment Operators- Underground Sewer & Water	Oil Distributors, Blower Distribution & Mulch Seeding Operator	\$48.62	7A	3C	8P
Lewis	Power Equipment Operators- Underground Sewer & Water	Outside Hoists (elevators And Manlifts), Air Tuggers,strato	\$50.98	7A	3C	8P
Lewis	Power Equipment Operators- Underground Sewer & Water	Overhead, Bridge Type Crane: 20 Tons Through 44 Tons	\$51.40	7A	3C	8P
Lewis	Power Equipment Operators- Underground Sewer & Water	Overhead, Bridge Type: 100 Tons And Over	\$52.44	7A	3C	8P
Lewis	Power Equipment Operators- Underground Sewer & Water	Overhead, Bridge Type: 45 Tons Through 99 Tons	\$51.89	7A	3C	8P
Lewis	Power Equipment Operators- Underground Sewer & Water	Pavement Breaker	\$48.62	7A	3C	8P
Lewis	Power Equipment Operators- Underground Sewer & Water	Pile Driver (other Than Crane Mount)	\$51.40	7A	3C	8P
Lewis	Power Equipment Operators- Underground Sewer & Water	Plant Oiler - Asphalt, Crusher	\$50.98	7A	3C	8P
Lewis	Power Equipment Operators- Underground Sewer & Water	Posthole Digger, Mechanical	\$48.62	7A	3C	8P
Lewis	Power Equipment Operators- Underground Sewer & Water	Power Plant	\$48.62	7A	3C	8P
Lewis	Power Equipment Operators- Underground Sewer & Water	Pumps - Water	\$48.62	7A	3C	8P
Lewis	Power Equipment Operators- Underground Sewer & Water	Quad 9, HD 41, D10 And Over	\$51.89	7A	3C	8P
Lewis	Power Equipment Operators- Underground Sewer & Water	Quick Tower - No Cab, Under 100 Feet In Height Based To Boom	\$48.62	7A	3C	8P
Lewis	Power Equipment Operators- Underground Sewer & Water	Remote Control Operator On Rubber Tired Earth Moving Equipment	\$51.89	7A	3C	8P
Lewis	Power Equipment Operators- Underground Sewer & Water	Rigger And Bellman	\$48.62	7A	3C	8P
Lewis	Power Equipment Operators- Underground Sewer & Water	Rollagon	\$51.89	7A	3C	8P
Lewis	Power Equipment Operators- Underground Sewer & Water	Roller, Other Than Plant Mix	\$48.62	7A	3C	8P
Lewis	Power Equipment Operators-	Roller, Plant Mix Or Multi-lift	\$50.98	7A	3C	8P

	Underground Sewer & Water	Materials				
Lewis	Power Equipment Operators- Underground Sewer & Water	Roto-mill, Roto-grinder	\$51.40	7A	3C	8P
Lewis	Power Equipment Operators- Underground Sewer & Water	Saws - Concrete	\$50.98	7A	3C	8P
Lewis	Power Equipment Operators- Underground Sewer & Water	Scraper, Self Propelled Under 45 Yards	\$51.40	7A	3C	8P
Lewis	Power Equipment Operators- Underground Sewer & Water	Scrapers - Concrete & Carry All	\$50.98	7A	3C	8P
Lewis	Power Equipment Operators- Underground Sewer & Water	Scrapers, Self-propelled: 45 Yards And Over	\$51.89	7A	3C	8P
Lewis	Power Equipment Operators- Underground Sewer & Water	Service Engineers - Equipment	\$50.98	7A	3C	8P
Lewis	Power Equipment Operators- Underground Sewer & Water	Shotcrete/gunite Equipment	\$48.62	7A	3C	8P
Lewis	Power Equipment Operators- Underground Sewer & Water	Shovel , Excavator, Backhoe, Tractors Under 15 Metric Tons.	\$50.98	7A	3C	8P
Lewis	Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	\$51.89	7A	3C	8P
Lewis	Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	\$51.40	7A	3C	8P
Lewis	Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	\$52.44	7A	3C	8P
Lewis	Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoes: Over 90 Metric Tons	\$53.01	7A	3C	8P
Lewis	Power Equipment Operators- Underground Sewer & Water	Slipform Pavers	\$51.89	7A	3C	8P
Lewis	Power Equipment Operators- Underground Sewer & Water	Spreader, Topsider & Screedman	\$51.89	7A	3C	8P
Lewis	Power Equipment Operators- Underground Sewer & Water	Subgrader Trimmer	\$51.40	7A	3C	8P
Lewis	Power Equipment Operators- Underground Sewer & Water	Tower Bucket Elevators	\$50.98	7A	3C	8P
Lewis	Power Equipment Operators- Underground Sewer & Water	Tower Crane Over 175'in Height, Base To Boom	\$53.01	7A	3C	8P
Lewis	Power Equipment Operators- Underground Sewer & Water	Tower Crane: Up To 175' In Height, Base To Boom	\$52.44	7A	3C	8P
Lewis	Power Equipment Operators- Underground Sewer & Water	Transporters, All Track Or Truck Type	\$51.89	7A	3C	8P
Lewis	Power Equipment Operators- Underground Sewer & Water	Trenching Machines	\$50.98	7A	3C	8P
Lewis	Power Equipment Operators- Underground Sewer & Water	Truck Crane Oiler/driver - 100 Tons And Over	\$51.40	7A	3C	8P

Lewis	Power Equipment Operators-Underground Sewer & Water	Truck Crane Oiler/driver Under 100 Tons	\$50.98	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Truck Mount Portable Conveyor	\$51.40	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Welder	\$51.89	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Wheel Tractors, Farmall Type	\$48.62	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Yo Yo Pay Dozer	\$51.40	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Line Clearance Tree Trimmers	Journey Level In Charge	\$42.91	<u>5A</u>	<u>4A</u>	
Lewis	Power Line Clearance Tree Trimmers	Spray Person	\$40.73	<u>5A</u>	<u>4A</u>	
Lewis	Power Line Clearance Tree Trimmers	Tree Equipment Operator	\$41.29	<u>5A</u>	<u>4A</u>	
Lewis	Power Line Clearance Tree Trimmers	Tree Trimmer	\$38.38	<u>5A</u>	<u>4A</u>	
Lewis	Power Line Clearance Tree Trimmers	Tree Trimmer Groundperson	\$28.95	<u>5A</u>	<u>4A</u>	
Lewis	Refrigeration & Air Conditioning Mechanics	Journey Level	\$23.96		<u>1</u>	
Lewis	Residential Brick Mason	Journey Level	\$17.00		<u>1</u>	
Lewis	Residential Carpenters	Journey Level	\$21.90		<u>1</u>	
Lewis	Residential Cement Masons	Journey Level	\$13.00		<u>1</u>	
Lewis	Residential Drywall Applicators	Journey Level	\$31.73		<u>1</u>	
Lewis	Residential Drywall Tapers	Journey Level	\$18.95		<u>1</u>	
Lewis	Residential Electricians	Journey Level	\$27.83	<u>5A</u>	<u>1B</u>	
Lewis	Residential Glaziers	Journey Level	\$19.66		<u>1</u>	
Lewis	Residential Insulation Applicators	Journey Level	\$15.00		<u>1</u>	
Lewis	Residential Laborers	Journey Level	\$20.32		<u>1</u>	
Lewis	Residential Marble Setters	Journey Level	\$17.00		<u>1</u>	
Lewis	Residential Painters	Journey Level	\$16.50		<u>1</u>	
Lewis	Residential Plumbers & Pipefitters	Journey Level	\$20.40		<u>1</u>	
Lewis	Residential Refrigeration & Air Conditioning Mechanics	Journey Level	\$24.88		<u>1</u>	
Lewis	Residential Sheet Metal Workers	Journey Level (Field or Shop)	\$29.28		<u>1</u>	
Lewis	Residential Soft Floor Layers	Journey Level	\$9.19		<u>1</u>	
Lewis	Residential Sprinkler Fitters (Fire Protection)	Journey Level	\$15.70		<u>1</u>	
Lewis	Residential Stone Masons	Journey Level	\$17.00		<u>1</u>	
Lewis	Residential Terrazzo Workers	Journey Level	\$9.19		<u>1</u>	

Lewis	Residential Terrazzo/Tile Finishers	Journey Level	\$9.19		<u>1</u>	
Lewis	Residential Tile Setters	Journey Level	\$9.19		<u>1</u>	
Lewis	Roofers	Journey Level	\$43.90	<u>5A</u>	<u>1R</u>	
Lewis	Roofers	Using Irritable Bituminous Materials	\$46.90	<u>5A</u>	<u>1R</u>	
Lewis	Sheet Metal Workers	Journey Level (Field or Shop)	\$68.52	<u>7F</u>	<u>1E</u>	
Lewis	Sign Makers & Installers (Electrical)	Journey Level	\$18.04		<u>1</u>	
Lewis	Sign Makers & Installers (Non-Electrical)	Journey Level	\$40.83	<u>7A</u>	<u>2Y</u>	
Lewis	Soft Floor Layers	Journey Level	\$22.87		<u>1</u>	
Lewis	Solar Controls For Windows	Journey Level	\$10.31		<u>1</u>	
Lewis	Sprinkler Fitters (Fire Protection)	Journey Level	\$52.13	<u>7J</u>	<u>1R</u>	
Lewis	Stage Rigging Mechanics (Non Structural)	Journey Level	\$13.23		<u>1</u>	
Lewis	Stone Masons	Journey Level	\$49.07	<u>5A</u>	<u>1M</u>	
Lewis	Street And Parking Lot Sweeper Workers	Journey Level	\$16.00		<u>1</u>	
Lewis	Surveyors	All Classifications	\$51.89	<u>5D</u>	<u>1M</u>	
Lewis	Telecommunication Technicians	Journey Level	\$31.72		<u>1</u>	
Lewis	Telephone Line Construction - Outside	Cable Splicer	\$35.09	<u>5A</u>	<u>2B</u>	
Lewis	Telephone Line Construction - Outside	Hole Digger/Ground Person	\$19.22	<u>5A</u>	<u>2B</u>	
Lewis	Telephone Line Construction - Outside	Installer (Repairer)	\$33.63	<u>5A</u>	<u>2B</u>	
Lewis	Telephone Line Construction - Outside	Special Aparatus Installer I	\$35.09	<u>5A</u>	<u>2B</u>	
Lewis	Telephone Line Construction - Outside	Special Apparatus Installer II	\$34.37	<u>5A</u>	<u>2B</u>	
Lewis	Telephone Line Construction - Outside	Telephone Equipment Operator (Heavy)	\$35.09	<u>5A</u>	<u>2B</u>	
Lewis	Telephone Line Construction - Outside	Telephone Equipment Operator (Light)	\$32.62	<u>5A</u>	<u>2B</u>	
Lewis	Telephone Line Construction - Outside	Telephone Lineperson	\$32.62	<u>5A</u>	<u>2B</u>	
Lewis	Telephone Line Construction - Outside	Television Groundperson	\$18.65	<u>5A</u>	<u>2B</u>	
Lewis	Telephone Line Construction - Outside	Television Lineperson/Installer	\$24.66	<u>5A</u>	<u>2B</u>	
Lewis	Telephone Line Construction - Outside	Television System Technician	\$29.42	<u>5A</u>	<u>2B</u>	
Lewis	Telephone Line Construction - Outside	Television Technician	\$26.43	<u>5A</u>	<u>2B</u>	

	Outside					
Lewis	Telephone Line Construction - Outside	Tree Trimmer	\$32.95	<u>5A</u>	<u>2B</u>	
Lewis	Terrazzo Workers	Journey Level	\$45.43	<u>5A</u>	<u>1M</u>	
Lewis	Tile Setters	Journey Level	\$21.65		<u>1</u>	
Lewis	Tile, Marble & Terrazzo Finishers	Finisher	\$37.76	<u>5A</u>	<u>1B</u>	
Lewis	Traffic Control Stripers	Journey Level	\$41.53	<u>7A</u>	<u>1K</u>	
Lewis	Truck Drivers	Asphalt Mix Over 16 Yards (W. WA-Joint Council 28)	\$47.91	<u>5D</u>	<u>3A</u>	<u>8L</u>
Lewis	Truck Drivers	Asphalt Mix To 16 Yards (W. WA-Joint Council 28)	\$47.07	<u>5D</u>	<u>3A</u>	<u>8L</u>
Lewis	Truck Drivers	Dump Truck	\$21.08		<u>1</u>	
Lewis	Truck Drivers	Dump Truck And Trailer	\$21.08		<u>1</u>	
Lewis	Truck Drivers	Other Trucks	\$32.52		<u>1</u>	
Lewis	Truck Drivers	Transit Mixer	\$29.67	<u>6I</u>	<u>2H</u>	
Lewis	Well Drillers & Irrigation Pump Installers	Irrigation Pump Installer	\$18.18		<u>1</u>	
Lewis	Well Drillers & Irrigation Pump Installers	Oiler	\$9.45		<u>1</u>	
Lewis	Well Drillers & Irrigation Pump Installers	Well Driller	\$18.00		<u>1</u>	

7.

PERFORMANCE BOND

PERFORMANCE BOND FOR LEWIS COUNTY, WASHINGTON

Bond No. _____

WE, _____ d/b/a _____ (Insert legal name of Contractor)
(Insert trade name of Contractor, if any)

(hereinafter "Principal"), and _____ (hereinafter "Surety"), are held and firmly bound unto **LEWIS COUNTY, WASHINGTON** (hereinafter "County"), as Oblige, in an amount (in lawful money of the United States of America) equal to the total compensation and expense reimbursement payable to Principal for satisfactory completion of Principal's work under Contract No. _____ between Principal and County, which total is **initially** _____ Dollars (\$ _____), for the payment of which sum Principal and Surety bind themselves, their executors, administrators, legal representatives, successors and assigns, jointly and severally, firmly by these presents.. Said contract (hereinafter referred to as "the Contract") is for _____ and is made a part hereof by this reference. The Contract includes the original agreement as well as all documents attached thereto or made a part thereof and amendments, change orders, and any other document modifying, adding to or deleting from said Contract any portion thereof.

This Bond is executed in accordance with the laws of the State of Washington, and is subject to all provisions thereof and the ordinances of County insofar as they are not in conflict therewith, and is entered into for the use and benefit of County, and all laborers, mechanics, subcontractors, and materialmen, and all persons who supply such person or persons, or subcontractors, with provisions or supplies for the carrying on of the work covered by Contract No. _____ between the below-named Contractor and County for _____, a copy of which Contract, by this reference is made a part hereof and is hereinafter referred to as "the Contract." (The Contract as defined herein includes the aforesaid agreement together with all of the Contract documents including addenda, exhibits, attachments, modifications, alterations, and additions thereto, deletions therefrom, amendments and any other document or provision attached to or incorporated into the Contract)

THE CONDITION OF THIS OBLIGATION is such that if Contractor shall promptly and faithfully performs the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

THE PARTIES FURTHER ACKNOWLEDGE & AGREE AS FOLLOWS:

- (1) Surety hereby consents to, and waives notice of, any alteration, change order, or other modification of the Contract and any extension of time made by County, except that any single or cumulative change order amounting to more than twenty-five percent (25%) of the penal sum of this bond shall require Surety's written consent.
- (2) Surety recognizes that the Contract includes provisions for additions, deletions, and modifications to the work or Contract Time and the amounts payable to Contractor. Subject to the limitations contained in paragraph (1) above, no such change or any combination thereof, shall void or impair Surety's obligation hereunder.
- (3) Surety shall indemnify, defend and protect County against any claim of direct or indirect loss resulting from the failure:
 - (a) Of the Contractor (or any of the employees, subcontractors, or lower tier subcontractors of the Contractor) to faithfully perform the Contract, or
 - (b) Of the Contractor (or the subcontractors or lower tier subcontractors of the Contractor) to pay all laborers, mechanics, subcontractors, lower tier subcontractors, material person, or any other person who provides supplies or provisions for carrying out the work.
- (4) Whenever County has declared Contractor to be in default and County has given Surety written notice of such declaration, Surety shall promptly (in no event more than thirty [30] days following receipt of such notice), specify, in written notice to County, which of the following actions Surety intends to take to remedy such default, and thereafter shall:
 - (a) Remedy the default within fifteen (15) days after its notice to County, as stated in such notice; or
 - (b) Assume within fifteen (15) days following its notice to County, full responsibility for the completion of the Contract in accordance with all of its provisions, as stated in such notice, and become entitled to payment of the balance of the Contract sum as provided in the Contract; or
 - (c) Pay County upon completion of the Contract, in cash, the cost of completion together with all other reasonable costs and expenses incurred by County as a result of Contractor's default, including but not limited to those incurred by County to mitigate its losses, which may include but are not limited to attorneys' fees and the cost of efforts to complete the work prior to Surety's exercising any option available to it under this Bond; or
 - (d) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon a determination by County and Surety jointly of the lowest responsible bidder, arrange for one or more agreements between such bidder and County, and make available as work progresses (even though there is a default or a succession of defaults under such agreement(s) for completion arranged for under this paragraph) sufficient funds to pay the cost of completion less the balance

of the Contract price, but not exceeding, including other costs and damages for which Surety may be liable hereunder, the penal sum of this Bond. The term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable by County to Contractor under the Contract, less the amount properly paid by County to Contractor.

(5) If County commences suit and obtains judgment against Surety for recovery hereunder, then Surety, in addition to such judgment, shall pay all costs and attorneys' fees incurred by County in enforcement of County's rights hereunder. The venue for any action arising out of or in connection with this bond shall be in Lewis County, Washington.

(6) No right or action shall accrue on this Bond to or for the use of any person or corporation other than Lewis County, except as herein provided.

(7) No rider, amendment or other document modifies this Bond except as follows, which by this reference is incorporated herein: _____.

SURETY'S QUALIFICATIONS: Every Surety named on this bond must appear on the United States Treasury Department's most current list (Circular 570 as amended or superseded) and be authorized by the Washington State Insurance Commissioner to transact business as a surety in the State of Washington. In addition, the Surety must have a current rating of at least A-:VII in A. M. Best's Key Rating Guide.

INSTRUCTIONS FOR SIGNATURES: This bond must be signed by the president or a vice-president of a corporation; the managing general partner of a partnership; managing joint venturer of a joint venture; manager of a limited liability company or, if no manager has been designated, a member of such LLC; a general partner of a limited liability partnership; or the owner(s) of a sole proprietorship. If the bond is signed by any other representative, the Principal must attach currently-dated, written proof of that signer's authority to bind the Principal, identifying and quoting the provision in the corporate articles of incorporation, bylaws, Board resolution, partnership agreement, certificate of formation, or other document authorizing delegation of signature authority to such signer, and confirmation acceptable to the County that such delegation was in effect on the date the bond was signed. **A NOTARY PUBLIC MUST ACKNOWLEDGE EACH SIGNATURE BELOW.**

FOR THE SURETY:

By _____
(Signature of Attorney-in-Fact)

(Type or print name of Attorney-in-Fact)

(Type or print telephone number for Attorney-in-Fact)

FOR THE PRINCIPAL:

By: _____
(Signature of authorized signer for Contractor)

(Type or print name of signer for Contractor)

(Type or print title of signer for Contractor)

STATE OF _____)
) ss:
COUNTY OF _____)

ACKNOWLEDGMENT FOR CONTRACTOR

On this _____ day of _____, _____, before me a notary public in and for the State of _____, duly commissioned and sworn, personally appeared _____, the person described in and who executed the foregoing bond, and acknowledged to me that _____ signed and sealed said bond as the free and voluntary act and deed of the Contractor so identified in the foregoing bond for the uses and purposes therein mentioned, and on oath stated that _____ is authorized to execute said bond for the Contractor named therein. WITNESS my hand and official seal hereto affixed the day and year in this certificate first above written.

(Signature of Notary Public)

(Print or type name of Notary Public)

Notary Public in and for the State of _____ residing at _____
My commission expires _____.

SEAL ➡

STATE OF _____)
) ss:
COUNTY OF _____)

ACKNOWLEDGMENT FOR SURETY

On this _____ day of _____, _____, before me a notary public in and for the State of _____, duly commissioned and sworn, personally appeared _____, Attorney-in-Fact for the Surety that executed the foregoing bond, and acknowledged said bond to be the free and voluntary act and deed of the Surety for the uses and purposes therein mentioned, and on oath stated that _____ is authorized to execute said bond on behalf of the Surety, and that the seal affixed on said bond or the annexed Power of Attorney is the corporate seal of said Surety. WITNESS my hand and official seal hereto affixed the day and year in this certificate first above written.

(Signature of Notary Public)

(Print or type name of Notary Public)

Notary Public in and for the State of _____ residing at _____
My commission expires _____.

SEAL ➡

8.

CERTIFICATE
OF
INSURANCE

EXHIBIT 1 -- INSURANCE COVERAGE REQUIREMENTS

✓ INDICATES WHAT TYPE OF INSURANCE IS REQUIRED

<u>TYPE OF INSURANCE</u>		<u>LIMITS OF LIABILITY</u>	
		Each Occurrence	Aggregate
GENERAL LIABILITY			
✓ Comprehensive Form	Bodily Injury	\$1,000,000	\$2,000,000
✓ Premises - Operations	Property Damage	\$1,000,000	\$2,000,000
Explosion & Collapse Hazard			
Underground Hazard			
<u>OR</u>			
✓ Products/Completed Operations Hazard			
✓ Contractual Insurance	Bodily Injury and Property Damage Combined Single Limit	\$1,000,000	\$2,000,000
✓ Broad Form Property Damage, Incl. Care, Custody Control			
✓ Independent Contractors			
✓ Personal Injury	Personal Injury	\$1,000,000	\$1,000,000
AUTOMOBILE LIABILITY			
✓ Comprehensive Form	Bodily Injury (Each Person)	\$500,000	
✓ Owned	Bodily Injury (Each Accident)	\$500,000	
✓ Hired	Property Damage OR	\$500,000	
✓ Non-Owned	Bodily Injury & Property Damage Combined Single Limit	\$500,000	
EXCESS LIABILITY (Over and above automobile and general liability)			
Umbrella Form	Bodily Injury/Property Damage Combined	\$1,000,000	\$1,000,000
OR			
✓ Excess Liability Gap Layer		\$500,000	\$500,000
✓ WORKER'S COMPENSATION and		Statutory	
✓ EMPLOYER LIABILITY		\$1,000,000	
OTHER			
Builder's All Risk	Amount of Contract Price	\$ _____	
Errors & Omissions (Professional Liability)		\$500,000	

Please indicate: Claims-Made Form: _____, Occurrence Form: _____,
Extending Reporting Provisions Avail. _____

The Contractor's insurance company must provide a certificate of insurance on the Lewis County form showing the above required coverage and modified to conform to the following endorsement. The following endorsement must also be signed by the insurer.



INSURED (Legal name and business address)				CERTIFICATE HOLDER:		CONTRACT NUMBER	
				LEWIS COUNTY, WASHINGTON DEPT. OF CENTRAL SERVICES		DATE ISSUED:	
				LEWIS COUNTY HISTORICAL COURTHOUSE			
				351 N. W. NORTH STREET CHEHALIS, WASHINGTON 98532			
PROJECT DESCRIPTION / LOCATIONS / VEHICLES / RESTRICTIONS / SPECIAL ITEMS:							
This is to certify that policies of Insurance listed below have been issued to the Insured named above for the policy period indicated.							
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	Date Policy Effective (MM/DD/YY)	Date Policy Expires (MM/DD/YY)	ALL LIMITS IN THOUSANDS		
	GENERAL LIABILITY				General Aggregate		\$
	<input type="checkbox"/> Commercial General Liability				Products Comp/Ops Aggregate		\$
	<input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence				Personal & Advertising Injury		\$
	<input type="checkbox"/> Owner's & Contractors Protection				Each Occurrence		\$
	<input type="checkbox"/> Deductible \$				Fire Damage (Any One Fire)		\$
					Medical Expense (Any One Person)		\$
	AUTOMOBILE LIABILITY				CSL		\$
	<input type="checkbox"/> Any Auto				Bodily Injury (per person)		\$
	<input type="checkbox"/> All Owned Autos				Bodily Injury (per accident)		\$
	<input type="checkbox"/> Scheduled Autos				Property Damage		\$
	<input type="checkbox"/> Hired Autos						
	<input type="checkbox"/> Non-Owned Autos						
	EXCESS LIABILITY					Each Occurrence	Aggregate
	<input type="checkbox"/> Other Than Umbrella Form					\$	\$
	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				STATUTORY		
	\$ (Each Accident)						
	\$ (Disease Policy Limit)						
	\$ (Disease-Each Employee)						
	OTHER						
ADDITIONAL PROVISIONS							
LEWIS COUNTY is included as additional insured as related to the above-mentioned project. Should any of the above described policies be cancelled before the expiration date thereof, the issuing Company must deliver or mail not less than 45 days written notice to the above Certificate Holder, per RCW 48.18.290							
COMPANIES AFFORDING COVERAGE				ISSUING COMPANY, AGENT OR REPRESENTATIVE			
NOTE: Attach a separate sheet to this certificate giving all the company names and their percentage of coverage, if clarification is needed,				NAME:			
				ADDRESS:			
Company Letter	A						
	B						
	C						
	D						
	E						
			Authorized Signature				
			Title				
			Signature Date				
			Signee Name				
			Telephone No.				

9.

NON-COLLUSION
AFFIDAVIT

NON-COLLUSION AFFIDAVIT

STATE OF WASHINGTON

COUNTY OF Lewis County

The undersigned, being duly sworn, deposes and says that the person, firm, association, co-partnership or corporation herein named, has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in the preparation and submission of a proposal to LEWIS COUNTY for consideration in the award of a contract on the improvement described as follows:

Central Shop 2nd Floor Renovation Project, Project #31-1404,

Further, that this bid is not a sham or collusion, and in no respect or degree is the bid made in the interest or on behalf of any person, firm, or corporation not named in the Proposal containing such bid.

(CORPORATE SEAL) _____
Name of Firm

Signature of Authorized Member

SWORN to before me this _____ day of _____, 20____.

(SEAL) _____
Notary Public in and for the State of Washington

Residing at: _____

My commission expires: _____

10.

DECLARATION OF
OPTION FOR
INVESTMENT OF
RETAINED
PERCENTAGE

DECLARATION OF OPTION FOR INVESTMENT OF RETAINED PERCENTAGE

- A. I hereby elect to have the retained percentage of this contract held in a fund by LEWIS COUNTY until thirty (30) days following final acceptance of the work.

Signed: _____

Date: _____

- B. I hereby elect to have LEWIS COUNTY invest the retained percentage of this contract from time to time as such retained percentage accrues and in accordance with RCW 60.28.010, .020., and .50.

I hereby designate _____
as the repository for the escrow of said funds.

I hereby further agree to be fully responsible for payment of all costs or fees incurred as a result of placing said retained percentage in escrow and investing it as authorized by statute. LEWIS COUNTY shall not be liable in any way for any costs or fees in connection therewith.

Signed: _____

Date: _____

- C. I hereby elect to have the LEWIS COUNTY TREASURER invest the retained percentage of this contract in the name of the contractor _____
_____ from time to time as such retained percentage accrues and in accordance with RCW 60.28.010, .020, and .50

I hereby designate THE WASHINGTON STATE LOCAL GOVERNMENT INVESTMENT POOL as the repository for the escrow of said funds.

I hereby further agree to be fully responsible for payment of all costs or fees incurred as a result of placing said retained percentage in escrow and investing it as authorized by statute. LEWIS COUNTY shall not be liable in any way for any costs or fees in connection therewith.

Signed: _____

Date: _____

11.

BID FORM

Project Name: **Central Shop 2nd Floor Renovation Project**
Name of Firm: _____

Project No.: **#31-1404**

**LEWIS COUNTY
DEPARTMENT OF CENTRAL SERVICES
FACILITIES DIVISION
351 NW NORTH ST, MS:PSD05
CHEHALIS, WA 98532**

B I D P R O P O S A L

In compliance with the contract documents, the following bid proposal is submitted:

1) **BASE BID** (*Including Trench Excavation Safety Provisions*)

_____ \$ _____
(Please print dollar amount in space above) (do not include Washington State Sales Tax)

TRENCH EXCAVATION SAFETY PROVISIONS

\$ _____

(Included also in Base Bid)

If the bid amount contains any work which requires trenching exceeding a depth of four feet, all costs for trench safety shall be included in the Base Bid **and indicated above** for adequate trench safety systems in compliance with Chapter 39.04 RCW, 49.17 RCW and WAC 296-155-650. Bidder must include a lump sum dollar amount in blank above (even if the value is \$0.00) to be responsive.

2) **BID ALTERNATES** (*Specify whether additive or deductive*)

(1)	_____	\$	_____
(2)	_____	\$	_____
(3)	_____	\$	_____
(4)	_____	\$	_____
(5)	_____	\$	_____
(6)	_____	\$	_____

Do not include Washington State Sales Tax **in alternate amounts.**

The Owner reserves the right to accept or reject any or all bid prices within sixty (60) days of the bid date.

Time for Completion

The undersigned hereby agrees to complete all the work under the Base Bid (and accepted alternates) within _____ calendar days after the date of Notice to Proceed.

Project Name: **Central Shop 2nd Floor Renovation Project**
Name of Firm: _____

Project No.: **#31-1404**

UNIT PRICES (Where applicable) (Do not include Washington State Sales Tax)

Unit Item No.	Description	Estimated Quantities	Additive Unit Price	Deductive Unit Price	Per Measurement
1.			\$	\$	
2.			\$	\$	
3.			\$	\$	
4.			\$	\$	
5.			\$	\$	

The above unit prices shall be for any additive and deductive work within 15% of the above estimated quantities. The unit price shall include full compensation for the cost of labor, materials, equipment, overhead, profit and any additional costs associated with the unit bid.

The Owner reserves the right to accept or reject any or all unit prices within sixty (60) days of the bid date.

Subcontractor Listing – RCW 39.30.060

If the base bid and the sum of the additive alternates is one million dollars or more the bidder shall provide names of the subcontractors with whom the bidder will **directly** subcontract for performance of the following work. If the bidder intends to perform the work, the bidder must enter its name for that category of work.

The bidder shall not list more than one subcontractor for each category of work identified UNLESS subcontractors vary with bid alternates, in which case the bidder must indicate which subcontractor will be used for which alternate.

Failure of the bidder to submit the NAMES of such subcontractors or to name itself to perform such work shall render the bidder's bid nonresponsive and, therefore, void.

<u>Designated Work</u>	<u>Firm Name</u>
1. Heating Ventilation Air Conditioning (HVAC)	_____
1.a. HVAC Alternate Bid #____ (if applicable)	_____
2. Plumbing	_____
2.a. Plumbing Alternate Bid #____ (if applicable)	_____
3. Electrical	_____
3.a. Electrical Alternate Bid #____ (if applicable)	_____

Bidder may attach a separate sheet for additional alternate bid subcontractors.

Project Name: **Central Shop 2nd Floor Renovation Project**
Name of Firm: _____

Project No.: **#31-1404**

Apprenticeship Requirements

The apprentice labor hours required for this project are 15% of the total labor hours. The undersigned agrees to utilize this level of apprentice participation. Voluntary workforce diversity goals for this apprentice participation are identified in the Instructions To Bidders and Supplemental Conditions.

Liquidated Damages

The undersigned agrees to pay the Owner as liquidated damages the sum of \$ actual damages for each consecutive calendar day that is in default after the Contract Time. Liquidated damages shall be deducted from the contract by change order.

Receipt of Addenda

Receipt of the following addenda is acknowledged:

Addendum No. ____	Addendum No. ____
Addendum No. ____	Addendum No. ____
Addendum No. ____	Addendum No. ____

Name of Firm _____

NOTE: *If bidder is a corporation, write State of Incorporation; if a partnership, give full names and addresses of all parties below.*

Signed by _____, Official Capacity ____

Print Name _____

Address _____

City _____ State _____ Zip Code _____

Date _____ Telephone _____ FAX _____

State of Washington Contractor's License No. _____

Federal Tax ID # _____ e-mail address: _____